

**INFORMATION TO OFFERORS OR QUOTERS  
SECTION A - COVER SHEET**

*Form Approved  
OMB No. 9000-0002  
Expires Oct 31, 2004*

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

**PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.**

<b>1. SOLICITATION NUMBER</b>	<b>2. (X one)</b>	<b>3. DATE/TIME RESPONSE DUE</b>
	<input type="checkbox"/> <b>a. INVITATION FOR BID (IFB)</b>	
	<input type="checkbox"/> <b>b. REQUEST FOR PROPOSAL (RFP)</b>	
	<input type="checkbox"/> <b>c. REQUEST FOR QUOTATION (RFQ)</b>	

**INSTRUCTIONS**

**NOTE:** The provision entitled "Required Central Contractor Registration" applies to most solicitations.

1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.
2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.
3. Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.
4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawals of Bids" or "Instructions to Offerors - Competitive Acquisition".

<b>4. ISSUING OFFICE</b> <i>(Complete mailing address, including ZIP Code)</i>	<b>5. ITEMS TO BE PURCHASED</b> <i>(Brief description)</i>
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<b>6. PROCUREMENT INFORMATION</b> <i>(X and complete as applicable)</i>	
<input type="checkbox"/> <b>a. THIS PROCUREMENT IS UNRESTRICTED</b>	
<input type="checkbox"/> <b>b. THIS PROCUREMENT IS</b> _____ <b>% SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS:</b> _____	
<input type="checkbox"/> <b>c. THIS PROCUREMENT IS</b> _____ <b>% SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS:</b> _____	
<input type="checkbox"/> <b>d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.</b>	

<b>7. ADDITIONAL INFORMATION</b>
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<b>8. POINT OF CONTACT FOR INFORMATION</b>			
<b>a. NAME</b> <i>(Last, First, Middle Initial)</i>		<b>b. ADDRESS</b> <i>(Include Zip Code)</i>	
<b>c. TELEPHONE NUMBER</b> <i>(Include Area Code and Extension)</i>	<b>d. E-MAIL ADDRESS</b>		

<b>9. REASONS FOR NO RESPONSE</b> <i>(X all that apply)</i>			
<input type="checkbox"/> <b>a. CANNOT COMPLY WITH SPECIFICATIONS</b>	<input type="checkbox"/>	<b>d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED</b>	
<input type="checkbox"/> <b>b. UNABLE TO IDENTIFY THE ITEM(S)</b>	<input type="checkbox"/>	<b>e. OTHER</b> <i>(Specify)</i>	
<input type="checkbox"/> <b>c. CANNOT MEET DELIVERY REQUIREMENT</b>	<input type="checkbox"/>		

<b>10. MAILING LIST INFORMATION</b> <i>(X one)</i>			
WE <input type="checkbox"/> DO <input type="checkbox"/> <b>DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.</b>			
<b>11a. COMPANY NAME</b>		<b>b. ADDRESS</b> <i>(Include Zip Code)</i>	
<b>c. ACTION OFFICER</b>			
<b>(1) TYPED OR PRINTED NAME</b> <i>(Last, First, Middle Initial)</i>		<b>(2) TITLE</b>	
<b>(3) SIGNATURE</b>		<b>(4) DATE SIGNED</b> <i>(YYYYMMDD)</i>	

FOLD

FOLD

FROM

AFFIX  
STAMP  
HERE

SOLICITATION NUMBER	
DATE (YYYYMMDD)	LOCAL TIME

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		▶	RATING	PAGE	OF	PAGES
2. CONTRACT NUMBER		3. SOLICITATION NUMBER		4. TYPE OF SOLICITATION		5. DATE ISSUED		6. REQUISITION/PURCHASE NUMBER	
				<input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)					
7. ISSUED BY				CODE	8. ADDRESS OFFER TO <i>(If other than Item 7)</i>				

**NOTE:** In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ local time \_\_\_\_\_  
*(Hour) (Date)*

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: ▶	A. NAME	B. TELEPHONE <i>(NO COLLECT CALLS)</i>		C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.

### 11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

### OFFER *(Must be fully completed by offeror)*

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days *(60 calendar days unless a different period is inserted by the offeror)* from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT <i>(See Section I, Clause No. 52.232-8)</i>	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	

15B. TELEPHONE NUMBER	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXT.			

### AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ) <input type="checkbox"/> 41 U.S.C. 253(c) (    )	▶	23. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>

24. ADMINISTERED BY <i>(If other than Item 7)</i>	CODE	25. PAYMENT WILL BE MADE BY	CODE

26. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>	27. UNITED STATES OF AMERICA  <i>(Signature of Contracting Officer)</i>	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**Notes to Offeror**

1. This contract is a firm-fixed price indefinite delivery/ indefinite quantity (IDIQ) contract written as a performance based contract and allows the Contracting Officer to make monetary deductions and/or a negative mark on the Contractor's Past Performance when an Acceptable Performance Level (APL) is not met. (See I.118 and APL attachment)
2. This contract is for various military and Government activities, which may encompass several states. Standard removal timeframe for all sites is **21** calendar days from the date of order issuance. The contractor agrees that, for those portions of the services provided on a Government installation, the services will be provided during normal hours of operations for the installation, which are available, upon request, from the COR.
3. This contract requires the transportation and disposal of RCRA wastes, non-RCRA wastes, Compressed Gas Cylinders, and Polychlorinated Biphenyls (PCBs)
4. Some waste ordered on this contract requires the contractor to furnish Certificates of Recycling and/or Certificates of Disposal. The contractor is cautioned to read the clauses on Demilitarization of Government Property, C.2.5; Compressed Gas Cylinders, C.2.3; PCBs C.2.2.
5. Publications and attachments applicable to this contract will be made available upon request. It should be noted that during the solicitation and life of this contract, the Government may make changes, additions, or deletions to those listed.
6. The contractor is cautioned that some requirements for information and plans are required before start of work on this contract, i.e., C.2.1.4.
7. The email address for submission of offers, as per L.39, is:  
[DRMSHazardousContractsEast@gem.dla.mil](mailto:DRMSHazardousContractsEast@gem.dla.mil)
8. All offeror questions are due by COB May 30, 2006. The government is not obligated to answer questions submitted after this common cut-off date.

**SECTION B**  
**SUPPLIES OR SERVICES AND PRICES/COSTS**

Ref No.	Title	Reference	Date
<b>B . 0</b>	<b><u>CLAUSES INCORPORATED BY REFERENCE</u></b>	<b>FAR 52.252-2</b>	<b>Feb 1998</b>

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.dla.mil/j-3/j-336/icps.htm>  
<http://farsite.hill.af.mil/>  
<http://www.arnet.gov/far/>  
<http://www.drms.dla.mil/newproc/html/clauses.html>

<b>B . 1</b>	<b><u>SERVICES</u></b>	<b>DRMS 52.217-9R05</b>	<b>Mar 1993</b>
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<b>B . 2</b>	<b><u>BASIC AND OPTION PERIOD PRICING</u></b>	<b>DRMS 52.217-9R06</b>	<b>Mar 1993</b>
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(a) Pages 1 through 7 are the estimated generations for the 18-month base period. Pages 8 through 14 are the estimated generations for the first 18-month option period. Pages 15 through 21 are the estimated generations for the second 18-month option period.

(b) blank 1 [18-month base period]  
blank 2 [first 18-month option period]  
blank 3 [second 18-month option period]

<http://www.drms.dla.mil/special/fillins/b2.doc>

<b>B . 4</b>	<b><u>BASIC AND OPTION PERIOD UNIT PRICING</u></b>	<b>DRMS 52.217-9R07</b>	<b>Jan 2000</b>
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<b>B . 5</b>	<b><u>CONTRACT MINIMUM/MAXIMUM</u></b>	<b>DRMS 52.217-9R08</b>	<b>Nov 2005</b>
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A. This is a firm-fixed price indefinite quantity contract. The minimum for the base period and each of the priced options shall be 10 % of the estimated value of the period. The maximum for the base and each of the priced options shall be 200 % of the estimated value of the period.

B. Clause F.10 allows the Government to unilaterally extend the contract for up to six (6) months at the end of either the base or any option period. The per month minimum guarantee under the extension shall be computed by applying the same percentage as above to a monthly estimated price derived from the total estimated value for the period.

**NOTE: FOR SOLICITATION PURPOSES, SEE THE ACCOMPANYING EXCEL SECTION B (BID SCHEDULE). THE SUCCESSFUL OFFEROR'S BID SCHEDULE WILL BE INSERTED INTO THIS DOCUMENT AT TIME OF AWARD.**

Points of Contact			
Name	E-mail	Commercial	DSN
Ms. Brendette Haden	<a href="mailto:Brendette.Haden@dla.mil">Brendette.Haden@dla.mil</a>	(757) 445-2976	565-2976
Mr. Carl Vega	<a href="mailto:Carmelo.Vega@dla.mil">Carmelo.Vega@dla.mil</a>	(757) 445-4077	565-4077
Mr. Michael Sawyer	<a href="mailto:Michael.Sawyer@dla.mil">Michael.Sawyer@dla.mil</a>	(757) 444-7685	564-7685
Ms. Kathy Ridgenal	<a href="mailto:Kathy.Ridgenal@dla.mil">Kathy.Ridgenal@dla.mil</a>	(757) 445-1037	565-1037
Mr. Milford Case	<a href="mailto:Milford.Case@dla.mil">Milford.Case@dla.mil</a>	(757) 445-9476	565-9476
Mr. Edilberto Ramirez	<a href="mailto:Edilberto.Ramirez@dla.mil">Edilberto.Ramirez@dla.mil</a>	(757) 445-4450	565-4450
Janice Seward	<a href="mailto:Janice.Seward@dla.mil">Janice.Seward@dla.mil</a>	(757) 444-6077	565-6077
John Saringer	<a href="mailto:John.Saringer@dla.mil">John.Saringer@dla.mil</a>	(757) 444-5114	565-5114
Rosauro Rivera	<a href="mailto:Rosauro.Rivera@dla.mil">Rosauro.Rivera@dla.mil</a>	(757) 396-1011	565-1011
Ms. Cindy Capps	<a href="mailto:Cynthia.Capps@dla.mil">Cynthia.Capps@dla.mil</a>	(757) 445-4074	565-4074

**NORFOLK NAVAL BASE PICK UP POINTS**

SITE NAME	Bldg. Number	ADDRESS	CITY	ST	ZIP CODE	EPA ID
Lockheed Martin TARS Site		3601 Koppens Way	Chesapeake	VA	23323	VAR000015735
USCG Spt. Ctr.	Bldg. 19	Hwy 34	Elizabeth City	NC	27909	NC2690308232
U.S. Army Transportation Ctr.	Bldg. 1407	Attn: ATZF-PWE	Ft. Eustis	VA	23604-5306	VA8213720321
Ft. Eustis HWAF		1208 Taylor Ave.	Ft. Eustis	VA	23604	VA8213720321
Langley, AFB	Bldg. 1390	510 Poplar Rd.	Langley AFB	VA	23665-2017	VA4570024477
Naval Facilities Eng. Command, Mid-Atlantic Naval Amphibious Base	Bldg. 106	Bldg. 106, Piers & Adjacent Bldgs.	Little Creek	VA	23521	VA5170022482
Norfolk Naval Base	Bldg. #205 & 215	Piers 2-25 and Q Compound, Bldg. #Y102 (Supply Ctr.)	Norfolk	VA	23511	VA6170061463
Norfolk Naval Base		Bldgs. LP-24, #LP-159, #SDA-204 & #Q-50	Norfolk	VA	23511-3095	VA6170061463
DRMO Norfolk		Norfolk Naval Base	Norfolk	VA	23511	
OMS #5		3777 Virginia Beach Blvd.	Norfolk	VA	23502-3279	

Fleet Industrial Supply Center (FISC)	Bldg. W143, Bldg. X218 and LF50	1968 Gilbert St.	Norfolk	VA	23511	VA6170061463
SUPSHIPS BAE Systems (formerly Norfolk Shipbuilders & Dry Dock Corp)		750 West Berkley Ave.	Norfolk	VA	23501	
Norfolk Naval Shipyard		St. Julien's Creek Annex	Norfolk	VA		VA5170000181
Norfolk Naval Shipyard		South Gate Annex	Norfolk	VA		VA9170090022
Fleet Industrial Supply Center (FISC)	Bldg. 54	Navy Oil Reclamation Facility, Craney Island	Portsmouth	VA	23704	VA0170090005
USCG Integrated Spt. Cmd.		4000 Coast Guard Blvd.	Portsmouth	VA	23703	VA4690320235
OMS #6		3150 Elmhurs Lane	Portsmouth	VA	23701-2699	
Naval Medical Ctr. Portsmouth	Bldg. 270	845 Sterling Cook St.	Portsmouth	VA	23708-5000	VA6170024818
Ft. Story HWWAF		1011 Hospital Rd.	Ft. Story	VA	23459	VA1213720815
Dam Neck Training Ctr.		1636 Regulus Ave.	Virginia Beach	VA	23461-2098	VA5170022938
Naval Air Station Oceana		HW Storage Facility Bldgs. 1110-1114	Virginia Beach	VA		VA2170024606
State Military Reservation		General Booth Boulevard NE of the Virginia Marine Science Museum	Virginia Beach	VA	23458	
Cheatham Annex		108 Sandra Ave.	Williamsburg	VA	23185	VA3170024605
USCG TRACEN Yorktown	Bldg. 160	Bldg. 160	Yorktown	VA	23690-5000	VA6690313055
Yorktown Naval Weapons Stn.		P. O Drawer 160	Yorktown	VA	23691-0160	VA8170024170
Defense Distribution Depot		Bunker Hill Tow Way Virginia Ave.	Norfolk	VA		VA6170061463

## SECTION C STATEMENT OF WORK

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**C.0 STATEMENT OF WORK**

a. The contractor agrees to provide all services necessary for the final treatment/disposal of the hazardous property listed in the schedule in accordance with all local, state, international, and Federal laws and regulations, and the terms and conditions of this contract. These services shall include all necessary personnel, including applicable subcontractors, labor, analysis, transportation, packaging, equipment, and the compilation and submission of all documentation required by this contract. All Contract Line Item Numbers (CLINs), regardless of their condition, are being discarded by the Government and are considered to be waste.

b. The Government agrees that all hazardous property placed on task order(s) on this contract will be accompanied by documentation and markings that comply with all applicable local, state, and Federal laws and regulations relating to the generation and storage of hazardous property.

**C.1 REMOVAL**

The requirements for removal of wastes under this contract are divided into three main phases – Pre-Removal (C.1.1), Removal (C.1.2), and Post-Removal (C.1.3). The contractor, and his subcontractors, must perform at all times in a prudent, conscientious, safe and professional manner. The contractor shall ensure that its agents, employees, and subcontractors involved in handling and packaging the hazardous waste be trained for the level of expertise required for the proper performance of the task and, in particular, in the areas of chemical incompatibility, general first aid procedures, and spills. Handling and Personnel Protective Equipment (PPE) shall be provided by the contractor and must be appropriate to ensure safe handling of the hazardous waste. When operating within an EPA or state permitted DOD Hazardous Waste (HW) storage facility, the contractor is required to use forklifts with specifications that meet the applicable permit requirements. The contractor agrees that his personnel and equipment are subject to safety inspections by Government personnel while on Federal property.

**C.1.1 PRE-REMOVAL****C.1.1.1 PERMIT / SPECIAL REQUIREMENTS**

a. The contractor shall, without additional expense to the Government, be responsible for paying all fees, preparing or obtaining any necessary licenses, permits, notifications, waste profiles, or reports, which result from a contractor's transportation, recycling, or disposal decision. This includes acquiring any required permits or registrations necessary to operate on any installation listed in this contract and completing the Notification of Regulated Waste Activity form for the generator(s) of hazardous waste to sign and file with the applicable state regulators for waste disposal. This includes signing (on behalf of the Government) waste profiles requested by Treatment Storage Disposal Facilities. All contractor signed waste profile sheets shall be written for the actual wastestream using the generator's profile for backup documentation. All generator forms or other means of notifications including correspondence with Federal or State agencies on behalf of a generator must be coordinated with and concurred with by the affected generator prior to submission to any Federal or State agency.

b. The Contractor may be required to attend any special required training, seminar, instruction, class, etc. to perform work or gain access to the installation provided by the Government. Example: pass and ID requirements, antiterrorist training, fork lift training.

c. Any shipments outside the United States must comply with all international agreements and all applicable foreign laws. If the contractor will be exporting directly from the Department of Defense (DOD) activity, the contractor is required to provide a current copy of the Acknowledgment(s) of Consent to the Contracting Officer Representative (COR) with the shipping documentation in accordance with C.1.1.2. The contractor may not ship waste outside of the United States to circumvent Environmental Protection Agency (EPA) land disposal restrictions.

#### **C.1.1.2 SHIPPING DOCUMENTATION**

a. All references to manifests in this provision relate to the "appropriate shipping paper". The contractor shall obtain and prepare all manifests, Hazardous Waste Profile Sheets required for acceptance of waste into a Qualified Facility, land disposal restriction notifications, and any other shipping documents. The contractor shall provide the COR with a copy of the completed form(s), including handling codes in 40 CFR 264 Appendix I Table 2 for each manifest line, for review by the appropriate Government official **at least five (5) business days prior to removal, except documentation submitted for expedited orders, which shall be in accordance with notification timeframes as listed elsewhere in this contract. In addition, the contractor shall provide all the shipping and container labels with the paperwork.** Prior to removal from a site identified as a pickup point in this contract, completed copies of all manifests, or bills of lading, whichever is applicable, shall be furnished to the Defense Reutilization and Marketing Office (DRMO) coordinating the waste disposal. Each pickup manifest and bills of lading (i.e., with a Government activity identified as a generator), as well as all other documentation required herein, shall be clearly and distinctly marked with the name of the servicing DRMO in addition to the generators and the contract and task order number, as applicable. Emergency response information and twenty-four hour emergency phone numbers shall be listed on the manifest as well as bills of lading. If blocks are not provided, this information shall be placed in the upper, right-hand corner of each document.

b. The DRMS created dummy EPA number for non-RCRA TSDF, must be entered on all applicable shipping documentation such as nonhazardous waste manifests and bills of lading. Also, include DRMS created dummy EPA number on HQ DRMS Form 1683, Manifest Tracking Log.

c. The contractor shall perform all dry weight computations for those hazardous wastes destined for land disposal in Texas and shall provide all such computations to the COR for record keeping purposes. This computation shall be furnished along with the copy of the generator manifest.

d. The contractor shall also provide Langley AFB with a copy of the completed form(s), including handling codes in 40 CFR 264 Appendix I Table 2 for each manifest line, for review by the appropriate Government official **at least five (5) business days prior to removal, except documentation submitted for expedited orders, which shall be in accordance with notification timeframes as listed elsewhere in this contract.** Langley AFB requests that 10% of the containers be opened for verification of content prior to removal. Should more than 4 errors be identified on the shipping documentation, the COR can reject the paperwork at the Governments discretion to be redone by the contractor.

e. **Should the contractor elect to utilize a hazardous waste manifest for non-hazardous waste or Universal Waste, the VA DEQ requires clear distinction that the items on the uniform hazardous manifest are clearly marked, "THIS ITEM IS NOT BEING DECLARED A HW as defined in 40 CFR Part 261 and not subject to the reporting requirements of Part 262.41." The contractor shall include this statement on all hazardous waste manifests when electing to utilize this shipping paper for non-hazardous waste or Universal Waste and shall be included on each line of the hazardous waste manifest applicable to all such property identified as non-hazardous or Universal Waste.**

### **C.1.1.3 NOTIFICATIONS**

a. Except as may otherwise be specified herein, the contractor shall notify the COR for each location, at least five (5) business days BEFORE attempting site visits, analysis or pickups.

(1) In addition to the notification above for pickups, the contractor shall provide the name of the driver, the driver's Commercial Driver's License (CDL) number and its expiration date to the COR or other Government representative at least 24-hours prior to removal. The contractor may also opt to provide a list of approved, multiple drivers designated for pickups under this specific contract to the COR or other Government representative prior to any attempted removals. If this option is elected and the list is approved by the Government and maintained by the Contractor, the 24-hour notification requirement is mute for the remainder of the contract unless otherwise modified.

(2) If a driver, other than the one specified 24-hours in advance for the specific Task Order; or, one whose name does not appear on the optional list of approved, multiple drivers arrive for pickup, the COR or other designated Government representative will verify the personnel switch with the prime contractor before the pickup commences. This may require a written notice or fax from the prime contractor.

b. For Task Orders (TO) containing Expedited Removals, Services or Performance CLINs the contractor shall notify the COR or other Government representative for each location, in the following timeframes BEFORE attempting site visits, analysis, or pickups: 15-10 day expedites – at least 3 calendar days; 9-5 day expedites – at least 2 calendar days; and 4 days or less expedites – at least 1 calendar day. In addition, the contractor is still required to provide the information identified in paragraph (1) above at least 24-hours prior to removal. If applicable, any removals ordered under a 24-hour or one business day expedited CLIN requires the contractor to provide the information identified in paragraph (1) at least 4 hours prior to pickups if the contractor elects to provide the identity of the driver for each specific TO. If the contractor elects to provide the list of approved, multiple drivers designated for use under this contract, this expedited notification is not required. All other terms and conditions stated elsewhere within this clause apply to any of the aforementioned Expedited Removals, Services or Performance CLINs.

c. Normal hours of operation for the locations identified are as follows:

Fort Story - Mon. & Thurs. 7:00am – 3:30pm

Fort Eustis – Tue., Wed. & Fri. 7:00 am -3:30pm

Langley AFB – Mon. – Fri. 7:30am – 4:00pm (the contractor must arrive by 1:00pm and finish by 4:00pm).

Yorktown Naval Weapons Station – Contractor truck arriving after 10:00am may be rejected and rescheduled for the next duty day at no cost to the Government.

Fleet Industrial and Supply Centers – Contractor trucks arriving after 3:00pm may be rejected and rescheduled for the next duty day at no cost to the Government.

USCGRTC Yorktown – Mon. – Fri. 7:00am – 3:00pm. Contractors are prohibited from performing work on site after 3:00pm daily.

All other locations, contact the COR for operating hours.

d. Inspection of the contractor's transport vehicle(s), **by the COR**, will be accomplished between the hours of 8:00am and 10:00am at the location of the pick-up, to allow for the loading and manifesting to be accomplished during normal working hours. If the Contractor's transport vehicle(s) do not arrive between the hours of 8:00am and 10:00am, and the removal is not completed by the end of normal working hours, the transporter shall hold over until the next regular working day, to complete the removal. Regardless of when the contractor arrives on site, the Government will pay no additional cost when a contractor is held over to complete a removal due to the fault of the contractor.

#### **C.1.1.4 TRAILER SECURITY, PADLOCKS**

a. All contractor trailers and tankers capable of being padlocked must be padlocked upon arrival at the pickup location. Failure to meet this requirement could result in the Government's halting of the pickup. All trailers and tankers capable of being padlocked must also be padlocked again prior to departure of the pickup location(s). The driver shall provide the padlock and lock the trailer or tanker without assistance from the COR or other Government representative.

b. The COR or other Government representative has the right to request any identification and/or occupational endorsements from the driver beyond what is identified in additional specific clauses in this contract and refuse commencement and/or completion of pickups if any unusual or suspicious actions occur. Any potential demurrage associated with the driver verification process and/or the unexpected halt or commencement of pickups will not be grounds for reimbursement by the Government.

#### **C.1.2 REMOVAL**

##### **C.1.2.1 SPILL RESPONSIBILITY**

a. The contractor is solely responsible for cleanup of any and all spills or leaks during the performance of this contract that occur as a result of or are contributed to by the actions of its agents, employees, or subcontractors to the satisfaction of the Government and at no cost to the Government.

b. The contractor shall report all such spills or leaks, regardless of their quantity, to the CO immediately upon discovery. A written follow-up report shall be submitted to the CO not later than 24 hours after the initial telephonic report. The written report shall be in narrative form and as a minimum include the following:

- (1) Description of item spilled (including identity, quantity, manifest no., etc).
- (2) Whether amount spilled is EPA/state reportable, and if so whether it was reported.
- (3) Exact time and location of spill including a description of the area involved.
- (4) Containment procedures initiated.
- (5) Summary of any communications contractor has with press or Government officials other than the CO.
- (6) Description of clean-up procedures employed or to be employed at the site including disposal location of spill residue.

#### **C.1.2.2 SEGREGATION OF HAZARDOUS WASTE**

All items collected on this contract must be segregated and kept physically separate from any other items until the initial TSDF is reached. The items must be so marked, that they are readily identified to this contract throughout this period.

#### **C.1.2.3 STATEMENT ON CONTAINERS**

The Government does not warrant that the drums or containers are suitable for transportation in accordance with DOT regulations for removal from the pickup site. The offeror is cautioned to ascertain and assess the need for overpacking or recontainerizing based on the site visit. The Government will not provide repackaging materials. The contractor will not be reimbursed separately for repackaging expenses and should include these charges in their disposal pricing.

#### **C.1.2.4 GOVERNMENT EQUIPMENT AND PERSONNEL**

The contractor understands that the Government shall not furnish any equipment or personnel to assist in the performance of this contract. Any such offers of assistance are unauthorized, and the Contractor shall not accept any such offers. The only exception is the use of Government owned loading equipment (clause C.1.2.6), and Government owned scales (clause C.1.2.7), and where applicable, management services.

#### **C.1.2.5 TREATMENT OF HAZARDOUS WASTE ON GOVERNMENT FACILITY**

a. Treatment of hazardous waste (including solidification) on Government facilities is not permitted. Treatment is defined as any process which meets the definition of treatment as set forth in applicable local, state, and Federal (including 40 CFR 260.10) laws and regulations.

b. The contractor shall not drain and/or flush PCB items at Government installations. Draining will be allowed only to prevent leaking and to meet DOT regulations.

c. Treatment, disposal, or release of gas (other than inert) to the atmosphere on Government premises is not permitted by this contract. The contractor may perform gas extraction for other than inert gas cylinders at the pickup location using self-contained apparatus. This apparatus shall emit no gas into the atmosphere, and purge the entire cylinder contents into a closed receiver for transport to a recycling or disposal site.

**C.1.2.6 LOADING**

a. The contractor is responsible for loading, including furnishing all the equipment necessary for loading. Unless otherwise specified, the Government will not load at any location, nor will loading be performed on Saturdays, Sundays, Federal holidays, or any day that the installation where the items are located is closed. Where it is provided that the Government will load, the Government will make the initial placement of the item on conveyance(s) furnished by the contractor and the initial placement on the contractor's conveyance shall be as determined by the Government. Unless otherwise provided in the contract, the Government will not block, chock, brace, lash, band, or in any other manner secure the cargo on such conveyance(s) furnished by the contractor.

b. The Government will load drums only at the following locations:

Ft. Eustis, VA

Ft. Story, VA

**C.1.2.7 WEIGHING OF PROPERTY**

The contractor shall weigh all property before removal. An authorized Government representative will witness all weighing that occurs on site. The weight, agreed upon by both the contractor and the Government representative at the time of removal, will be the basis for payment to the contractor. Unsubstantiated charges for subsequent increases in weight, after removal from Government custody, will be the responsibility of the contractor.

a. Bulk Items

(1) Bulk items will be measured by one of the following methods. The method used will be whichever is most accurate and agreed upon by the contractor and the Government representative:

(i) Actual weight using Government scales.

(ii) Actual weight using commercial scales.

(iii) Calculated weight. As an alternative to actual weighing, the weight of bulk shipments may be computed, provided that the specific gravity of the material is known and the volume actually picked up is determined. For example, 2,000 gallons of liquid with a specific gravity of 1.4 = calculated weight of 23,344 pounds. (2,000 x 1.4 x 8.337, where one gallon of water weighs 8.337 pounds). Specific gravity will be obtained from a waste profile sheet.

(2) For either "actual weight" method, the vehicle will be weighed both before and after loading. For bulk shipments, where Government scales are not available or operable, the use of commercial scales is authorized. The contractor will arrange for and incur all expenses of weighing property at the nearest certified public scale.

b. Non-bulk Items

(1) For non-bulk items, the contractor shall provide portable scales for outweighing of property. Portable scales must have a minimum capacity of 1,500 pounds. For the purpose of this contract, scales permanently affixed or built into a vehicle are considered portable scales.

(2) Prior to the use of portable scales at each pickup site, the contractor must demonstrate reasonable weight accuracy to the Government representative. Only materials to be removed by the contractor will be weighed. Pallets, boxes, strapping, etc., which are not integral parts of the packaging and are not being removed by the contractor will not be included in the weight.

(3) Government scales may be used, in lieu of scales provided by the contractor, only where they are available, operable, and authorized by the Government representative. The contractor shall be responsible for determining the availability of Government scales. The Government makes no guarantee that where Government scales are available, they are operable. At the Government's option, the use of Government scales will be allowed at the following sites:

SITE	EQUIPMENT AVAILABLE
Ft. Eustis	5K platform
Ft. Story	5K platform
Naval Med. Ctr., Portsmouth	1K platform
USCG Yorktown	1K platform
Langley AFB	2K platform

(4) The use of commercial scales is not authorized for non-bulk items.

#### **C.1.2.8 BULK LIQUID PUMPING – CLINs 9406, 9506, 9906**

a. When bulk liquid pumping is ordered, it may be necessary for the contractor to pump waste from tanks. The contractor is responsible to furnish all equipment needed to complete this job, including but not limited to, collection vehicle equipped with pumps, hoses, high capacity pumps, connectors/fittings, and a metering device. Pumps and hoses shall have a capacity to safely handle the types of waste to be collected, and be able to remove all liquids and sludges from tanks that can be removed without agitation or introduction of other materials to the tank.

b. The actual weight of the material picked up must be identified on the manifest. Bulk liquid disposal may be ordered from any location in or around pickup points.

#### **C.1.2.9 SMALL CONTAINERS AND CONTENTS**

a. Services for the removal, transportation, storage, and disposal of small container(s) of RCRA/State regulated hazardous or nonhazardous property will be ordered using CLINs with a "1" in the fourth position, e.g., 9101, 9401. Unless specifically excluded below, small containers are any receptacle containing hazardous or nonhazardous property that has a capacity of less than five (5) gallons.

b. Small containers are not:

(1) Individual sealed articles that are formed to a specific shape or design during manufacture that have an end-use or function dependent in whole or in part upon the shape or



design during use. (Examples of such items include, but are not limited to, fuel filters, oil filters, gas mask canisters, chemical defense equipment kits, and factory sealed containers that contain a small container (e.g., epoxy paint).

(2) RCRA empty containers of any size (which may or may not be crushed to reduce their volume). Examples of such items are empty oil cans, paint cans, etc.

c. In those instances where containers of hazardous property are placed into a larger outer container and the interior packaging is either all small containers as defined above, or a mix of different sizes, some being small containers as defined above, then the entire item (interior packaging and its outer container) shall be assigned to the appropriate small container CLIN.

d. The contractor shall accept the Government's CLIN assignment as a nonsmall container item unless the contractor demonstrates to the COR prior to removal from the Government facility that the item(s) does meet the definition of a small container.

e. If the contractor discovers a small container(s) packaged with other items not classified as small containers, the Government reserves the right to:

(1) Assign all the property, including the larger outer container, under the appropriate small container CLIN; or,

(2) Remove the small containers of hazardous property from the larger outer container, delete the small container items' weight from the task order, and reduce the containerized CLIN's weight appropriately; or,

(3) Remove the small containers of hazardous property from the larger outer container, reCLIN the small container items separately as small containers on the same task order, and reduce the containerized CLIN's weight appropriately.

f. If the contractor elects to package EPA/DOT compatible items in the same container in order to facilitate recycling/disposal, then the contractor must provide an all-inclusive packing list showing each item and its respective quantity. This list shall be placed outside the outermost container. A copy of the packing list must be attached to the manifest. Contractor furnished overpack containers and packing materials will not be included in the total weight calculations for payment purposes.

#### **C.1.2.10 BULKING AND CONSOLIDATION**

a. Bulking shall be defined as the act of pumping from an otherwise removable container(s) into a tank truck. Containerized waste may be pumped into a tank truck (bulking) only at the locations listed herein:

Naval Med. Ctr. Portsmouth	Norfolk Naval Base
Dam Neck Trng. Ctr. – Virginia Beach	NAVFAC, Little Creek
Naval Air Station, Oceana – Virginia Beach	Yorktown Naval Weapons Stn.
Cheatham Annex – Williamsburg, VA	Langley AFB

b. Consolidation is defined as any method that involves pouring, siphoning, pumping, draining, or packaging like wastes (liquids, multiphase, or solids) from one container to another. Wastes may be consolidated only at the locations listed herein:

Naval Med. Ctr. Portsmouth	Norfolk Naval Base
Dam Neck Trng. Ctr. – Virginia Beach	NAVFAC, Little Creek
Naval Air Station, Oceana – Virginia Beach	Yorktown Naval Weapons Stn.
Cheatham Annex – Williamsburg, VA	Langley AFB

c. Bulking and consolidation will be allowed only if the contractor has a spill contingency plan and performs operations in a safe manner. The Government retains the right to stop operations if environmental or safety concerns arise

#### **C.1.2.11 CHARGES FOR EXPEDITES – CLIN 6330-6335, 6340-6345**

a. When the expedited removal CLINs are ordered, waste must be removed within the specified calendar day timeframe. Expedited removal CLINs may be ordered in association with any disposal CLIN(s) at any pick-up point(s) on the contract. This is an exception to the standard removal timeframe as specified in F.3. Minimum TO charges will not apply to a TO containing an expedited removal CLIN. When expedited removal is required, CLINs 6330-35 will be ordered based on the amount of waste to be removed. One (1) each will be ordered for containerized (non-bulk) waste up to 15,000 pounds in total weight and a maximum of up to eight (8) different TO lines. For bulk removals, one (1) each CLIN 6330-35 is limited to one (1) TO line not to exceed 40,000 pounds in total weight.

b. When the expedited performance CLINs are ordered, performance must be accomplished within the specified calendar day timeframe. Expedited service CLINs may be ordered in association with any service CLIN(s) at any pick-up point(s) on the contract. This is an exception to the standard performance timeframe as specified in Clause F.3. Minimum TO charges will not apply to a TO containing an expedited service CLIN. When expedited service is required, CLIN 6340-45 will be ordered based on the amount of service to be performed. One (1) each of CLIN 6340-45 will be ordered for up to five (5) Special Service TO lines. Ordering of an expedited CLIN is further limited to one (1) each, expedited CLIN, per pick-up location including the surrounding area (i.e. all pick up sites on an installation).

#### **C.1.2.12 PACKAGING FOR CONVENIENCE –CLINs 6362, 6363, 6502**

a. The Government may order the packaging/repackaging containers for their convenience to turn in to the DRMO. Packaging/repackage CLINS will not be ordered to facilitate acceptance at a TSDF. The contractor shall accept the Government's container size unless the contractor demonstrates to the authorized Government representative that a different size container(s) is required.

b. If the Government requires the contractor to provide packaging and or repackaging service, including labeling, cushioning, securing, absorbent materials of the waste then a Management Service CLIN (CLIN 6502, see C.3.9) should be ordered in conjunction with the above CLINs.

c. Labpacking of small laboratory chemicals is found in C.3.7 and should not be ordered under this clause.

### **C.1.3 POST REMOVAL**

#### **C.1.3.1 RETURN OF SHIPPING DOCUMENTATION**

In addition to the manifest requirements for return to the generator, the contractor shall furnish a copy of each manifest, signed by the designated TSDF, to the Defense Reutilization and Marketing Office (DRMO) coordinating the waste disposal. If the contractor is unable to deliver the hazardous property to the designated or alternate facility on the manifest, the cognizant COR will be contacted for disposition instructions.

### **C.2. DISPOSAL / RECYCLING**

This subsection covers requirements for disposal/recycling of RCRA/Non-RCRA items in general, disposal of specialized commodities such as Compressed Gas Cylinders (CGCs) and Polychlorinated Biphenyls (PCBs), and recycling of various mandatory recyclable items.

#### **C.2.1 RCRA/NON-RCRA ITEMS**

##### **C.2.1.1 DEFINITION OF RCRA vs NON-RCRA and FINAL TREATMENT/DISPOSAL/RECYCLING**

a. Items identified under CLINs 9100 through 9899 have been declared hazardous waste by the Government and are subject to stricter disposal requirements than CLINs 9900 through 9999. Any items identified under CLINs 9801 through 9899 are state regulated hazardous waste, only and are not considered a RCRA waste.

(1) If the contractor demonstrates through lab analysis and/or other supporting documentation that a CLIN(s) identified under CLINs 9100 through 9899 is not a RCRA/state regulated hazardous waste, the Government may so reclassify the item and place it under CLINs 9900 through 9999. The Government will review the lab analysis and other supporting documentation in a reasonable time period; however, the items in question will be treated as a hazardous waste in the interim and removal timeframes must be met.

(2) For CLINs 9100 through 9899, the following does not constitute final treatment/disposal:

(a) Declaring RCRA/state regulated hazardous waste CLINs as RCRA-exempt as a result of management practices specified in 40 CFR 266 and 279;

(b) Interim treatment of the waste such that the waste still meets the definition of a hazardous waste as defined in 40 CFR 261 et. seq. All facilities used for interim treatment, final treatment or final disposal of items on this contract must comply with 40 CFR 261, subparts C and D, for each waste the facility is permitted to handle. An audit trail must be

provided for all RCRA/State regulated hazardous waste until treatment and/or processing renders the wastes non-RCRA or until final disposal is accomplished. Waste handling codes that describe methods of storage do not meet the definition of final treatment nor final disposal under this contract.

b. Any items identified under CLIN series 9800 are considered as either a RCRA Universal Waste or State Regulated Universal Waste. Universal Waste includes batteries, some pesticides, lamps, and mercury thermostats as defined under Part 273. It may also include state-designated universal wastes, such as electronic wastes. The Contractor will designate on the manifest in block J when UW is being transported. The regulations allow the generator to make the determination about whether to handle these specific wastes as UW or as hazardous waste under other parts of RCRA. The contractor will be advised on the TO if the wastes are to be handled as UW.

c. CLINs 9900 through 9999 are waste not regulated by RCRA nor regulated by the state of generation as hazardous waste and will be subject to less stringent requirements than CLINs 9100 through 9899.

(1) If the contractor demonstrates through lab analysis and/or other supporting documentation that a CLIN(s) identified under CLINs 9900 through 9999 is a RCRA/state regulated hazardous waste, the Government may reclassify the item under CLINs 9100 through 9899. The contractor's claim that a CLIN identified under CLINs 9900 through 9999 is actually a hazardous waste, which should be identified under CLINs 9100 through 9899, shall be treated as potential misidentification by the Government. The CLIN(s) in question shall not be removed, treated or disposed of until the Government has made a determination on the matter. Reclassification of items from CLINs 9100 through 9899 to CLINs 9900 through 9999, or from CLINs 9900 through 9999 to CLINs 9100 through 9899 shall fall under the "Changes" clause of this contract.

(2) Final treatment means processing at a facility that is appropriately licensed/permitted by local and/or state agency to accept the material. If long-term interment is the selected method of disposal, as a minimum, an EPA/state permitted facility with a textile liner, leachate collection system, and ground water monitoring must be used. An audit trail must be provided for all non-RCRA/non-state regulated **hazardous** waste until final disposal is accomplished. RCRA treatments, Chemical Fixation (T21) and Encapsulation (T39), when performed on CLINs 9900 through 9999 prior to landfill, are considered final processing/final disposal.

d. The following coverage applies when the contractor alleges that a waste designated for recycling cannot be recycled:

(1) If a waste designated for recycling by the generator does not meet the facilities required recycling parameters, the contractor must notify the CO, in writing at least five (5) business days, before pickup, of the rationale and proof for waste rejection. This must include written input from at least three appropriate recycling facilities approved on the DRMS Qualified Facilities List, at least one of which is not owned by the contractor.

(2) The CO will notify the cognizant DRMO and/or generator personnel to resolve requests to change the assigned mandatory recycling CLIN to the appropriate disposal CLIN. The final decision to change a mandatory recycling CLIN to the applicable disposal CLIN is solely that of the Government's. If the DRMO and/or generator personnel agree with the CLIN change the applicable disposal CLIN will be assigned.

#### **C.2.1.2 CERTIFICATES OF DISPOSAL/DESTRUCTION (CDs) – CLIN 6503**

The contractor shall obtain and provide necessary documentation to prove that final disposal of CLINs 9100 - 9899 has been accomplished. Certificates of final treatment or disposal shall be provided to the generating activity identified on the manifest or shipping paper with a copy to the DRMO/COR. CDs require certifications from agents, officials, or employees of the Qualified Facilities that provided final treatment and/or disposal. **CDs shall be provided within thirty (30) calendar days after disposal occurs.** CLIN 6503 shall be ordered one (1) each for every CD desired per task order line item.

#### **C.2.1.3 DETAILED ANALYSIS**

If the contractor must perform detailed analysis for disposal, copies of the results identified to a specific contract line item shall be provided to the COR. The contractor shall be responsible for the proper disposal of all samples.

#### **C.2.1.4 ALTERNATE DOCUMENTATION OPTION FOR FUELS BLENDING, ANTIFREEZE RECYCLING, BATTERY RECYCLING/RECLAMATION, AND FLUORESCENT LIGHT TUBES AND HIGH INTENSITY DISCHARGE LAMPS**

a. Contingent upon approval from DRMS-BCE, the contractor may utilize a plan for fuels blending, antifreeze recycling, battery recycling/reclamation, and/or fluorescent light tubes and high intensity discharge lamps as a method to alleviate the additional burden of providing documentation past the initial treatment facility. Contractors must submit a plan to DRMS-BCE via the Contracting Officer (CO) that includes, at a minimum, certification signed by a responsible official of the facility, which follows the specific guidelines set forth in paragraphs (1), (2), (3), and (4) below, additionally the facility and all subsequent facilities must appear on the "Qualified Facilities" list on our web site ([http://www.drms.dla.mil/newenv/html/hw\\_disposal.html](http://www.drms.dla.mil/newenv/html/hw_disposal.html)).

b. **Upon Contracting Officer approval, the plan(s) will remain valid for the life of the contract**, providing the facilities remain on the DRMS Qualified Listing. DRMS will certify acceptance of disposal services only after acceptance of the blender's or recycler's certification and manifested receipt by the fuels blending or recycler facility. Any inconsistency between this provision and clause C.2.1.1 shall be resolved by giving precedence to this provision.

c. The below guidelines must be followed for each commodity specific plan:

(1) **Fuels Blending** – Fuels blending does not apply to blending for destructive incineration. In addition to the guidelines in paragraphs (a) and (b), the plan must certify the following:

- Specifies maximum processing time that property would remain in the fuel blending tank farm is **sixty** (60) days or less and guarantee that the fuel blended product will not remain in storage longer than the certified processing time, and

- Identifies by name, address and EPA ID number all facilities which may receive the fuel blended products for energy recovery, and

- Identifies by name, address and EPA ID number all facilities which may receive the incidental solids, still bottoms, and/or sludges remaining after fuels blending which require destructive incineration per 40 CFR 264 and 265 subpart O.

(2) **Antifreeze Recycling** – In addition to the guidelines in paragraphs (a) and (b), the plan must certify the following:

- Specifies maximum processing time that property would remain in the storage/consolidation facility is sixty (60) days or less and guarantee that the product will not remain in storage longer than the certified processing time. If time exceeds this value, the firm will provide detailed rationale to DRMS, and

- Identifies by name, address and EPA ID number all facilities which may receive the fuel blended products for energy recovery, and

- Identifies by name, address and EPA ID number all facilities which may receive the incidental solids, still bottoms, and/or sludges remaining after distillation/recycling treatments which require disposal in a RCRA TSDF.

(3) **Battery Recycling/Reclamation** – In addition to the guidelines in paragraphs (a) and (b), the plan must certify the following:

- Describes the procedure for the disposition/sale of the RCRA recovered products (e.g., lead nickel, cadmium, zinc, and lithium), and

- Describes the treatment/disposition methods for liquids in wet-filled batteries, and

- Identifies by name, address and EPA ID number, and all facilities, which may receive the various components, and

- Guarantees the recovered product will not be shipped outside the United States, without prior authorization of the CO. If shipped outside the U.S., list all countries that may receive the recovered product. If the components are shipped outside the U.S., that a copy of the notification of intent to export and the EPA Acknowledgment of Consent will be provided with the certificate of recycling.

(4) **Fluorescent Light Tubes and high-Intensity Discharge Lights** – In addition to the guidelines in paragraphs (a) and (b), the plan must certify the following:

- Specifies maximum processing and storage time that the items (mercury, phosphor powder) will be held until final recycling occurs. Name, address and EPA number of all such processing/storage facilities must be provided.

- Identifies by name, address and EPA number all facilities, which will receive the mercury and phosphor powder for final recycling activities.

- Specifies that the items mentioned in the appropriate clause(s) will be processed as required and the names and addresses of the companies performing these activities will be provided.

- Firms that receive the glass and other non-regulated items do not need to be listed on the DRMS Qualified TSDF Listing.

(d) Should a facility on a plan be removed from the DRMS Qualified Listing, the plan will become invalid and no longer become available for use. Replacement facilities or new facilities should be submitted on a new plan and submitted for approval to DRMS-BCE via the CO.

#### **C.2.1.5 LIGHT BULK SHIPMENTS (DEBRIS)- CLINs 9407DB**

The Government anticipates shipping bulk items of various sizes and densities, both RCRA and non-RCRA. This may include, but is not limited to construction and demolition materials, rags, paper, plastic, etc. For contract purposes, debris CLINs are any bulk wastes weighing less than three hundred (300) pounds per cubic yard and will be suffixed with DB. Due to the difficulty involved in estimating the weight of bulk items, if the wrong CLIN is ordered on the Task Order the COR shall contact the Contracting Officer for a CLIN change prior to removal. Calculations of the weight per cubic yard will be arrived at using the requirements per clause C.1.2.7 or by using the following formula: Net Weight of waste divided by Total Cubic Yards of Container.

$$\frac{\text{Net Weight of Waste (Total weight minus container weight)}}{\text{Size of Container in Cubic Yards}}$$

- a. Bulk items not meeting the definition of debris above shall be ordered under the standard (non-suffixed) bulk solid CLINs.

#### **C.2.1.6 DISPOSAL FOR HIGH LEVEL MERCURY – CLIN 6500MM**

Hazardous wastes that exhibit the characteristic of toxicity for mercury (greater than 0.2 mg/L mercury after TCLP) and greater than, or equal to, 260 mg/kg shall be ordered with the unit of issue being pounds, in an equal number of pounds to that of the disposal CLIN when the Government orders disposal of waste contaminated with high-level mercury. This CLIN shall be ordered as a surcharge in conjunction with the disposal CLIN. Clin 6500MM does not apply to disposal Clins suffixed with an M in the fifth or sixth position.

#### **C.2.1.7 EMPTY CONTAINERS**

Prior to reuse or sale of empty containers, the contractor shall comply with the empty container requirements of RCRA, the empty packaging and other shipping requirements of DOT, and obliterate all markings and labels. The contractor shall be exempt from the requirement to obliterate markings and labels only if the containers are crushed and sent to a scrap operation, crushed and sent to a landfill, or the containers are physically disposed of concurrently with their contents (i.e., incineration/landfill).

**C.2.2 DISPOSAL OF POLYCHLORINATED BIPHENYLS (PCB), PCB CONTAMINATED AND NON-PCB MATERIAL**

All PCB, PCB contaminated and non-PCB material under this contract shall be transported and disposed of within the continental United States (except for such outside transportation and disposal as would be required for all pickup sites located outside the continental United States). For purposes of this contract, all PCB, PCB contaminated and non-PCB material will be disposed of in accordance with paragraphs (a) and (b) below.

(a) DISPOSAL METHODS: The contractor shall dispose of all items in a manner which is in conformity with 40 CFR 761.60 and its referenced parts, except for those methods in said regulation which would result in use, reuse or recycling of the contract property and items requiring demilitarization by burial, as discussed below. The contractor shall provide a complete audit trail of those CLINs being recycled or disposed of. The contractor is to provide a complete list of facilities performing detoxification and disposal, as well as those facilities receiving the recycled materials/metals. Letters of Agreement must indicate the recipient of the recycled materials has a total knowledge of the material being accepted, i.e., the material has been recycled for PCB laden items, articles, transformers, capacitors, etc.. All rinsate (from containers) is to be collected, detoxified, incinerated or landfilled. Containers which cannot be recycled are to be triple rinsed and either landfilled or incinerated in a facility approved for PCB disposal.

Facilities approved by the EPA to distill/detoxify, requires the contractor to document this fact and obtain DRMS approval prior to the initiation of either of these processes.

Certificates of Disposal/Destruction for PCB bearing property shall be provided to the DRMO/COR and the activity as listed in BLOCK 3 of the Hazardous Waste Manifest from the prime contractor, within 30 days from date of PCB destruction. The prime contractor shall return Certificates of Disposal/Destruction for all items listed on the original manifest; this includes items sent to subcontractors for destruction and/or recycling (see below). This is in addition to the requirements of G.11.

(b) ALTERNATE DISPOSAL METHOD:

(1) "Total Destruction" may be utilized for the disposal of all PCB materials when the disposal facility has the necessary local, state, and Federal environmental licenses and is an environmentally responsible and permitted recovery center.

(2) Contractors choosing to dispose of all materials by "total destruction" shall:

(i) Dismantle all transformers and items for separation into components.

(ii) Incinerate all liquids and all non-metallic solids in accordance with 40 CFR 761.70.

(iii) Complete secondary cleaning of all metals for removal of PCBs prior to smelting for recycling.

(c) Defense Reutilization and Marketing Service (DRMS) reserves the right to inspect facility processes for the alternate disposal method prior to their approval.



(d) CERTIFICATE OF RECYCLING

For items that are recycled, either by ordered CLIN or by choice of the contractor, a Certificate of Recycling will be issued to the agency listed in BLOCK THREE of the Hazardous Waste Manifest with a copy to the DRMO/COR, as well as accompany the invoice for payment if required in G.11. Certificates of Recycling will list the entire audit trail of the material being recycled. This will include the facility receiving the detoxified liquids (mineral oil), and /or the facility receiving any metals, or other matter derived from the breakdown of any CLINs.

(e) CERTIFICATE OF DISPOSAL

A Certificate of Disposal must be returned to the generator and DRMO/COR and accompany the documentation stated in G.11 listing all disposal methods, which will include the method(s) of disposal and destruction, e.g., T07 (Incineration), D80 (Landfill). Should any recycled CLINs require its by-product to either be incinerated or landfilled, a Certificate of Disposal must accompany the Certificate of Recycling. For example; if 10,000 gallons of PCB liquid is dechlorinated, and 10 pounds of residue remains as a product, a Certificate of Recycling will be issued for the liquid, and a Certificate of Disposal for the 10 pounds of product residue.

**C.2.3 COMPRESSED GAS CYLINDERS**

a. The contractor shall provide all services necessary for the assessment of all gas cylinders, the discharge of inert gases, the final treatment/disposal or recycling of the non-inert gases, and the decommissioning, cleansing and recycling of metal from emptied cylinders. Cylinder disposal shall result in the destruction of the cylinder, such that it can no longer be used as a cylinder.

b. When the Government has information identifying contents, it is provided for information purposes only and is not a guarantee of the cylinder contents. A listed content does not relieve the contractor from the responsibility to ensure that the contents are correctly identified. The contractor is authorized to re-valve cylinders in order to discharge gases or transport off-site as appropriate.

c. The contractor shall not remove any gas cylinders whose contents cannot be identified/confirmed or when no known disposal method is available. Sampling of contents for identification purposes only is authorized. The contractor is required to provide the COR written explanation for refusing any cylinders for processing (**see Attachment VIII**). Refused cylinders must be identified by serial number or other identifiable markings or by a contractor/COR assigned identification number. This number must be identified in the written explanation refusal.

d. The contractor is required to discharge, recycle, or dispose of the gas in accordance with DLAI 4145.25 at [www.dlaps.hq.dla.mil/dlai/i4145.25.htm](http://www.dlaps.hq.dla.mil/dlai/i4145.25.htm) or requested from the COR. (example: the contractor will recycle and not dispose of the gas if required per DLAI 4145.25) The contractor shall complete a certificate of disposal or a certificate of recycling for all gases and empty cylinders and furnish them as appropriate under G.11 and to the generator with a copy to the DRMO/COR.

e. The contractor is solely responsible for any and all atmospheric releases of gas occurring during or resulting from performance of this contract. The contractor agrees to reimburse the U.S. Government any and all costs incurred for accidents resulting from improper handling, gas extraction, grinding, drilling, torching, etc. of any cylinders.

f. The contractor is to complete the Compressed Gas Cylinder report for each cylinder at each pickup location (**see Attachment VIX**) when ordered to Discharge Inert Gases, and Evaluation/Identification of Cylinders. A copy of the Compressed Gas Cylinder report shall be provided to the generator and the DRMO/COR prior to invoicing and IAW G.11

g. Discharging of inert gases, those not regulated by Federal, state, or local regulations as wastes or pollutants, shall be discharged to the atmosphere at the Government facility or may be transported to a TSDF for venting. All proper safety precautions must be observed. When the cylinder is completely empty, the contractor shall decommission the cylinder in accordance with instructions below. If the contractor chooses to remove inert cylinders for venting off-site, all work described below shall be accomplished and the decommissioned cylinders shall be returned to the appropriate DRMO within 60 calendar days of removal. Prior to venting gases at Government facilities, the contractor shall coordinate through the COR with the Base Environmental Office. Cylinders containing inert gas that have inoperable valves may be vented with the use of a safety relief device in accordance with DLAI 4541.25, Section 7.7-2c.

**Note:** When the Government requires the contractor to remove inert gases by venting, either off-site or on-site, the contractor shall process emptied cylinders in accordance with paragraph j. Below and return the cylinder to the DRMO.

i. Once emptied of non-inert gas the cylinders shall be cleansed, decommissioned and recycled for metallic content in accordance with this clause. In addition, the contractor will complete Certificates of Recycling for all gases, which are processed for reuse and used as fuel, or Certificates of Disposal for all gases disposed of by incineration or treatment/neutralization.

j. To decommission empty cylinders the contractor shall take the following actions to process each cylinder containing identified non-inert gas or inert gas:

(a) Track every cylinder by serial number, CLIN, and delivery order number throughout the disposal process until each individual cylinder's contents are purged or the point of final release of each cylinder from the contractor's custody.

(b) Purge and cleanse all cylinders of their contents. For any purging of cylinders performed on Government premises, purged contents shall be removed using methods, which will not constitute treatment (i.e., the characteristics of the gas will remain unchanged). The contractor shall dispose of all rinsates/residues/hazardous wastes generated by this requirement at no additional cost to the Government.

(c) Decommission/dispose of each cylinder, which contained non-inert materials. Prior to release by the contractor, the contractor shall obliterate all DOD identification markings present on every cylinder disposed of under this contract. For example, grinding or cutting out (with a cutting torch) may meet this requirement. The contractor shall dispose of each cylinder using one of the following methods:

(1) Reutilization of cylinders, which meet the Department of Transportation criteria, for reuse. To utilize this method of disposal, each cylinder to be reused must be hydrostatically tested by a registered hydrostatic test facility. Copies of all test results for such cylinders will be provided as proof of reutilization to the generator and DRMO/COR and IAW G.11.

(2) Smelting cylinders using a scrap metal recycler. Prior to smelting, the contractor shall de-valve the cylinder, mark/stamp the cylinder "CONDEMNED-SCRAP" and drill/puncture a hole, at least ½ inch in size through the cylinder. As an alternative to drilling or puncturing a hole, inlet threads shall be destroyed sufficiently to prevent installing a valve with a gas tight seal or the contractor may cut the cylinder in half. The contractor shall complete/provide certificates of destruction for all cylinders disposed of using this method. Cylinders too small for marking/stamping are required to be tagged or labeled with the words "CONDEMNED – SCRAP".

(3) Burying cylinders in an approved landfill. Prior to burial, the contractor shall de-valve the cylinder, and mark/stamp the cylinder "EMPTY". The contractor shall complete and provide certificates of destruction for all cylinders disposed of using this method.

**Note:** This is the only method acceptable for disposal of asbestos containing non-inert cylinders. Example: Acetylene cylinders, which contain asbestos, are NOT reusable.

#### **C.2.3.1 EVALUATION/IDENTIFICATION OF CYLINDERS – CLIN 6601**

Some cylinders may contain unknown contents, have inoperable valves, or may be plugged or may not be DOT transportable due to their condition. When CLIN 6601 is ordered, the contractor is required to perform an evaluation of the cylinders on site and provide the results of the evaluation. This evaluation includes, but is not limited to, a visual inspection of markings, labels, cylinder type, etc., as well as condition of the valves (operable/inoperable). This report will indicate, among other things, whether sampling and analysis (CLIN 6608) will be required to identify the contents and whether the contents need to be recontainerized (CLIN 6609AA). The contractor shall have fifteen (15) calendar days from issuance of a written delivery order citing CLIN 6601 to complete the evaluation and submit the report to the COR.

#### **C.2.3.2 ANALYSIS TO IDENTIFY CYLINDER CONTENTS – CLIN 6608**

When CLIN 6608 is ordered, the contractor shall be required to perform appropriate analysis to properly identify gases and complete waste profile forms. For each CLIN 6608 ordered, the contractor shall be required to sample and analyze the contents of one cylinder. After issuance of a written delivery order, the contractor shall be required to draw all samples, complete all tests, and provide typed waste profile sheets to the COR within thirty (30) calendar days. The contractor shall perform sampling in such a manner that no gas is emitted to the atmosphere. Analysis of waste and completion of waste profile sheets is in this contract to serve DOD generators covered by this contract. It is not intended to alleviate the contractor's responsibilities under other sections of this contract. The contractor shall be responsible for the proper disposal of all samples taken IAW all applicable local, state, and Federal laws and regulations. Cylinders may have either a valve or plug.

**C.2.3.3 RECONTAINERIZATION/REPLACEMENT OF VALVES – CLINs 6609AA, 6609BB**

When CLIN 6609AA is ordered, the contractor shall be required to recontainerize cylinders containing either inert or non-inert or unknown gas when the cylinder has been determined to be non-transportable. Recontainerizing may include (but is not limited to) removing gas from one cylinder and placing it into another DOT approved cylinder/container. Cylinders may either have a valve (operable/inoperable) or a plug in place. When CLIN 6609BB is ordered, the contractor shall be required to replace an inoperable valve. The contractor shall have thirty (30) calendar days from issuance of a written delivery order to complete the recontainerization and/or valve replacement. When the gas is an unknown and there is no other means of extracting a sample for analysis, the Government will order analysis under CLIN 6608 at the same time as the recontainerization. In this instance the contractor shall be required to complete all tasks associated with both CLINs 6609AA and/or 6609BB and CLIN 6608 within thirty (30) calendar days. All actions taken by the contractor resulting from recontainerization may either be transported off-site, cleansed and recycled to a scrap metal recycler by the contractor; or cleansed on-site (inerts only) and placed in an area designated by the COR. In either case, the contractor is required to remove all DOD identification markings and puncture a hole in the cylinder.

**C.2.3.4 SURCHARGE FOR ZONE "A" POISON GASES – CLIN 6610PA**

CLIN 6610PA will be ordered if any poison gases assigned hazard zone "A" (see 49 CFR 173.116) are included on a delivery order. One each CLIN 6610PA will be ordered per task order if any gases on the delivery order are classified as poison hazard zone "A" and require a dedicated truck for removal.

**C.2.3.5 TRANSPORTATION OF CYLINDERS TO ODS RESERVE, RICHMOND, VA – CLIN6502RV**

When CLIN 6502RV is ordered the contractor shall ensure the transport of Ozone Depleting Substances (ODS) from Norfolk Naval Base, Virginia to the ODS Reserve located at DSCR, Richmond, Virginia. The contractor must follow all local, state and federal regulations associated with the packaging and transportation of the ODS. There will be no disposal associated with this CLIN.

**C.2.4 RECYCLING – CLINs 9106RR, 9204AB, 9204LA, 9204MB, 9204NC, 9204NH, 9304LL, 9402FS, 9404AB, 9404CZ, 9404FL, 9404HL, 9404MB, 9404MG, 9404NC, 9502RR, 9800UC, 9800UD, 9800UK, 9800UL, 9800UM, 9800UN, 9800UU, 9902AF, 9902FA, 9902LP, 9904AB, 9904LA, 9907RR****C.2.4.1 RECYCLING/RE-USE/RECLAIM**

a. Recycling, if required by the Government, is defined in specific clauses located within this section of the contract. However, the contractor may elect to beneficially use, re-use, recycle or reclaim any waste in this contract, unless specifically listed otherwise in the contract. The following applies for all waste removed under this contract that is beneficially used, re-used, recycled or reclaimed:

(1) An audit trail must be provided to the facility that will beneficially use, re-use, recycle or reclaim the waste, or any component thereof, even if the waste/component can be managed as a hazardous material.

(2) Dilution in the recycling process, to include blending down, of hazardous waste contaminants is prohibited.

(3) All resulting solid wastes must be disposed of per clause and/or per regulation.

(4) Certificates of Recycling shall be submitted to the generator with, copies to DRMO/COR when required as stated in other clauses.

b. Recycling CLINs may only be ordered when the waste plus container weigh a minimum of **100 pounds**, if applicable to the bid schedule and/or without any exceptions as listed elsewhere.

c. Some waste deemed for recycling may also be anticipated under the appropriate disposal CLIN. If a waste designated for recycling does not meet the required parameters, the contractor must notify the CO in writing, of the rationale for waste rejection, as well as the rationale for the rejection. If the waste is rejected, the contractor must contact the CO and obtain disposition instructions, as well as provide two (2) copies of the rejection certification, along with any analysis, which supports the rejection to the CO, within fourteen (14) calendar days after the occurrence. If the Government concurs, the applicable disposal CLIN for the waste will be assigned.

#### **C.2.4.2 COMMODITY SPECIFIC RECYCLING REQUIREMENTS**

a. **Fuels Blendable Materials** - Recycle/fuels blend/burn, waste if it has a BTU level of 5,000 per pound or greater; and contains no more than fifteen (15) percent water by volume; and no more than five (5) percent halogens by volume. Throughout the life of the contract, the contractor must maintain a file of applicable export permits. This file shall include current notification(s) of intent and EPA Acknowledgment(s) of Consent and must be made available to the CO upon request. Fuels blending CLINs shall include an RR suffix.

b. **Batteries** - Recycle/reclaim the RCRA regulated components of all batteries removed under CLIN(s) suffixed AB (alkaline), LA (lead acid), NC (nickel cadmium), LL (lithium), MB (mercury), MG (magnesium), NH (nickel metal hydride). Caution is required as some batteries may be filled with electrolyte. Recycling/reclamation shall meet all requirements of 40 CFR. Mercury batteries require reclamation which must be accomplished via retorting or roasting in a thermal-processing unit capable of volatilizing mercury and subsequently condensing the volatilized mercury for recovery; recycling of lead from lead acid batteries; reclaim nickel and cadmium from nickel Cadmium and Nickel Metal Hydride batteries; recycle zinc from alkaline batteries; recycle metal casings, as well as the magnesium and chromium, when present, from magnesium batteries; recycle lithium salts from various types of lithium batteries. Universal Waste batteries will be suffixed with a "U" in the fifth position (See C.2.1.1.b).

c. **Solvents and Antifreeze** – Recycling by means other than fuels blending/burning, solvents removed under CLINs suffixed "SD" and antifreeze removed under CLINs suffixed "AF" .

d. **Fluorescent Light Tubes and High-Density Discharge (HID) Lamps** – Items falling under this requirement are suffixed with FT and recycling of those fluorescent tubes and HIDs must accomplish the following:

(1) A minimum of 99% of the mercury content of bulbs must be recovered for reuse. The recovered mercury must be of a purity of at least 99%.

(2) Aluminum end caps or metal sockets **MUST** be recovered for reuse of the metal content.

(3) Crushed glass must be recovered for reuse.

(4) Aluminum end caps or metal sockets, crushed glass and phosphor powder (where applicable) resulting from the process must be routinely tested to ensure that the end product, as it leaves the recycling facility, is under the 0.2 mg/L TCLP RCRA regulatory level for mercury.

e. **Latex Paint** – Recycle latex paint from partially used cans. The paint will not be hardened. The recycling facility must blend the paint into a usable product. Latex paint CLINs will be suffixed with LP.

f. **Oil Filters** – Requirement to recycle of oil filters removed under CLIN 9902FA will be for filters that are drained of oil but some liquid will remain. CLIN 9904FB will be drained of oil and are dry. The contractor shall recycle at least 90% (by weight) of the filter. The contractor is required to recycle all of the drained oil.

g. **Empty Aerosol Containers** – Recycle metal from aerosol containers that are considered RCRA empty, but a small amount of residue may remain. All CLINs for this wastestream will be suffixed with EA.

h. **Fixer Developer Solution** – Recycle silver from fixer developer solution which contains an average of 100 ppm silver; however, this average may fluctuate. The Government does not guarantee the average will remain constant over the life of the contract. The contractor is required to recycle silver from the solution until silver content is the solution falls below RCRA regulatory levels of 5.0 ppm. Fixer Develop Solutions shall be CLINed with FS as a suffix. Certificates of Recycling shall be provided to the generating activity identified on the manifest or shipping paper with a copy to the DRMO/COR. Certificated of Recycling require certification from agents, officials or employees of the Qualified Facilities that provided the recycling. **Certificates of recycling shall be provided within thirty (30) calendar days after recycling occurs.**

i. **Drums** – Recycle plastic and metal containers/drums whether the previous contents were RCRA or non-RCRA regulated. Limited amounts of residues may remain in the drums. Recycling shall be by cleaning and reusing the drums. Containers that are badly damaged shall be cleaned and recycled for scrap metal/plastic content. All CLINs for recycling of empty containers/drums shall be suffixed with EC.

j. **Copper Etching Solution** – Recycle copper from etching solution in a manner that exempts the solution from being a solid waste. Copper etching solution CLINs shall be suffixed CE.

### **C.2.5 DEMILITARIZATION VIA SERVICE CONTRACT**

Property requiring Demilitarization by the Government will be so listed on the DD Form 1155 Order for Supplies or Services by the DRMO. When property requiring DEMIL is ordered the contractor is required to dispose of this property and provide all documentation, in addition to the documentation requirements of G.11 for invoicing, per DoD commodity specific requirements, within 30 days of appropriate disposal. Specified documentation shall be returned to the generator, as listed in block 3 of the manifest, and the DRMO/COR, unless otherwise noted.

#### **C.2.5.1 DEMILITARIZATION OF SUBMARINE TILES – CLINs 9404ST and 9904ST**

**The contractor is required to ship property ordered under above CLINs directly to the incineration facility** and dispose of this property by incineration per DOD requirements. The disposal manifest from an incinerator on the DRMS "Qualified Facilities List" will serve as the Demilitarization Certificate to certify DEMIL as accomplished. ***NOTE: Current waiver expires April 9, 2007.***

#### **C.2.5.2 DEMILITARIZATION OF CDE KITS – CLINs 9102CD**

When above CLIN is ordered the contractor is required to dispose of this property at a RCRA-permitted disposal facility. The audit trail showing DEMIL was accomplished shall be a signed certified and verified hazardous waste manifest receipt copy and a certificate of disposal. *The certificate of disposal shall be included in the contractor's pricing of this CLIN.*

#### **C.2.5.3 DEMILITARIZATION OF NBC EQUIPMENT, JEAP LOCATIONS – 9907NB**

a. Nuclear Biological Chemical (NBC) equipment, to include but not limited to, suits, boots, gloves, and gas masks, an "E" DEMIL code, and a FOR OFFICIAL USE ONLY STATUS. This status requires that strict accountability and control be maintained by the Government as well as the contractor. The contractor shall assume all responsibility to ensure the NBC equipment is accounted for and maintained in a controlled environment prior to their arrival at the TSDF. The contractor shall be required to incinerate all NBC equipment, using only those TSDFs that are fenced and meet all the security requirements of 40 CFR 264.14.

b. The contractor shall inform the Contracting Officer's Representative (COR) at least five (5) business days prior to removal, which TSDF the waste will be shipped to, its anticipated date of arrival at the TSDF, and the date the waste has been scheduled for incineration. Removal will occur within 10 business days after issuance of each written Task Order (TO). NBC equipment shall be placed into an empty, completely enclosed metal trailer(s) or sealable, closed top metal roll-off boxes. No other waste of any kind will be commingled with this NBC equipment. Once all of the waste has been placed into the trailer, the contractor shall provide and affix security seals to the outside of the trailer. The contractor shall inspect these seals and ensure that they are intact when shipment arrives at the TSDF, and the seal serial numbers must correlate with those on the shipping papers. If the seal is not intact and/or the numbers DO NOT correlate, then the shipment shall be impounded and held inside the TSDF secured area. The COR and the Program Manager shall be informed by the Contractor by the most expedient means. The Program Manager will provide instructions for the disposition of the shipment and arrange for any ensuing investigation. At least twenty-four (24) hours before the anticipated arrival at the

TSDF, the contractor shall confirm with the COR the date of arrival at the TSDF and approximate time and date incineration will take place. The contractor is authorized to break seal at the TSDF.

c. In addition to the copies of the Certificate of Destruction within 30 days of incineration provided to the generator and DRMO/COR, one copy must be provided to the Program Manager. The certificate of disposal shall be included with the contractor's pricing for this CLIN.

### **C.3 SPECIAL SERVICES**

This section covers requirements for various special services related to managing the disposal/recycling of RCRA/Non-RCRA items, CGC, PCBs, and other related services. The services in this subsection do not normally include actual disposal of wastes, which will be ordered under appropriate disposal CLINs covered elsewhere in this contract.

#### **C.3.1 RETROGRADES**

The contractor agrees to pick up and remove PCB and nonPCB retrograded property from Port of Entries (POE) Norfolk and Newport News Marine Terminal on this contract. A retrograde is defined as the return of U.S. made and or procured property from an overseas U.S. military location. The contractor will receive a TO listing of all the property in the shipment a minimum of thirty (30) days in advance of the date the shipment is scheduled to arrive CONUS at the POE indicated. The contractor will be provided with the following: carrier(s) name, carrier(s) point of contact, shipping information and estimated arrival date/time. The contractor will provide all the necessary equipment for pickup. The contractor must remove the arriving property from the POE within ninety-six hours (96) once the property is available for removal. It is the contractor's responsibility to coordinate with the carrier(s) or POE to determine the availability of property as to time and date or changes in carrier(s) or POE in order to meet the removal timeframe. The contractor shall make all notifications to the appropriate Federal agencies, i.e., DOT, EPA, USDA, with copies to the COR.

#### **C.3.2 TANK / WASH RACK CLEANING – CLINs 6350-6356, 6360, 6361, 6613BB, 6613NN, 9106NN**

a. CLINs 6350-6356: When any of these CLINs are ordered, the contractor shall provide and mobilize all equipment needed to clean tanks, totes, oil/water separators, wash racks, etc., until no visible residue remains. Stains are not considered residue. The above listed CLINs do not include tank pumping or disposal of sludges/solids removed during the cleaning process. If required, tank/wash rack pumping will be ordered under the appropriate CLIN for the pumpable waste contained in the tank or wash rack in accordance with C.1.2.8. Disposal of unpumpable sludges/solids removed as part of the cleaning process will be ordered via the appropriate containerized/bulk disposal CLIN based on the most previous known contents in the tank. This CLIN will appear on the TO issued for tank/wash rack cleaning. In all cases, the Government will ensure the pumpable waste in the tanks/wash rack is removed prior to tank cleaning. All work shall be completed within twenty-one (21) calendar days of issuance of a written TO. (See clause F3)



b. If the contractor elects to introduce liquids or other materials to tanks/wash racks to facilitate the removal of sludges/solids, the contractor shall monitor through metering, weighing, or any other approved measuring technique the amount of liquids or other materials introduced into the tank/wash rack. The monitoring method used must be approved by the COR prior to commencing work. The weight of the liquids or other materials introduced to the tank/wash rack will be subtracted from the total weight of the wastes removed from the tank/wash rack. The difference between the liquids or other materials introduced into the tank/wash rack and what is removed from the tank/wash rack (the resulting sludge/solids) will be disposed of under the appropriate disposal CLIN, as stated above. The contractor is responsible for proper disposal of the liquids or other materials used during the cleaning process at no additional cost to the Government.

c. When multiple tanks/wash racks are co-located in the same building, tank farm, wash facility, etc., only one (1) CLIN each shall be used with a limit of 3 tanks/wash racks per CLIN.

d. Tank/wash rack cleaning may be ordered from any location in or around pickup points in the solicitation in addition to the known sites identified below:

SITE	ANTICIPATED PREVIOUS CONTENTS	ANTICIPATED TANK SIZE	ABOVE/BELOW GROUND
Norfolk	Fuel	20,000	Barge

e. CLINs 6360-6361 shall be ordered by the hour for contractor personnel to perform the job requirement, beginning and ending upon contractor's arrival and departure from the worksite, ordered with CLINs 6350-6356. The Government shall use their 'best estimate' when ordering CLIN 6360, 6361.

f. When CLIN 6356 is ordered, in addition to the above requirements, the contractor is being required to perform confined space entry. The contractor shall perform all entries in accordance with all Federal, state, and local safety and health regulations, including OSHA standards for confined space entry. In addition, the contractor shall provide all safety equipment, i.e. self-contained breathing apparatus or respirators and additional required Personal Protective Equipment to perform the cleaning.

g. When CLIN 6613NN is ordered the contractor shall clean a SWOB tank/barge holding tank. Dimensions are 10' deep by 9' wide and holds approximately 20,000gallons. CLIN 9106NN shall be ordered in conjunction with CLINs 6613NN and 6356 when cleaning of the 20,000 gallon SWOB tank / barge is required. CLIN 9106NN is for the disposal of the liquids removed.

h. When CLIN 6613BB is ordered, the contractor shall clean the bilge area located in the pump room of a barge. The approximate area to be cleaned is 12' X 12' X 2'. The bilge water will be removed prior to cleaning utilizing the appropriate disposal CLIN. The bilge area should be pumped dry and then wiped down until dry.

**C.3.3 PERFORM ANALYSIS – CLINs 6401-6409, 6411-6417, 6419, 6420, 6422-6423**

a. Analysis is required for purposes of waste identification. The testing is in this contract to service generators on this contract. It is not intended to supplant the contractor obligations designated elsewhere in this contract.

b. The Government will order this service using any of the CLINs listed (unit of issue is "each") on a TO. One each equals one waste stream (or one kit) to be analyzed by the contractor. The contractor shall perform the following:

(1) Samples shall be taken and testing performed in accordance with 40 CFR Part 261, Appendices I, II and III.

(2) It is the responsibility of the contractor to transport samples from the pickup point to the analytical laboratory. The contractor must complete a chain of custody form for each sample taken with completed forms to be provided to the DRMO along with the analytical data.

(3) The contractor shall provide a statement from the testing laboratory that the entire sample was used in the analysis and provide a copy to the generator and DRMO/COR and in accordance with G.11. If there is additional sample left over after analysis; the contractor is responsible for its disposal.

c. Original analytical data and chain of custody forms will be provided to the COR within thirty (30) calendar days of issuance of a written TO.

**C.3.4 PREPARE WASTE PROFILE FORM – CLIN 6400AA**

a. When CLIN 6400AA is ordered, the contractor is required to prepare a typed Hazardous Waste Profile Sheet, DRMS Form 1930. One "each" will be ordered per waste stream to be profiled. A sample DRMS Form 1930 may be found at **Attachment VII**. Using analytical data/generator information provided by the Government, the contractor must complete the form in accordance with its attached instructions. The Government will furnish DRMS Form 1930 to the contractor. Subject to COR approval, the contractor may use an alternate profile form as long as the alternate form contains all of the same information contained in the DRMS Form 1930.

b. The purpose of this service is to enable the generator to turn in property to the DRMO. It is not intended to supplant contractor obligations user any other section of this contract. See F.3 for performance timeframes.

### **C.3.5 IDENTIFY UNKNOWN WASTE STREAMS AND PREPARE WASTE PROFILE FORMS – CLIN 6400TS**

#### **a. Step One**

When the government has a requirement for identifying a waste of unknown composition for the purpose of completing a Hazardous Waste Profile Sheet (DRMS Form 1930), a written delivery order will be issued for an “unknown analysis” using CLIN 6400TS. The Government will provide all known information concerning the unknown material prior to sample collection. When CLIN 6400TS is ordered, the analysis shall include: (1) flashpoint test (D001), (2) a reactive test (D003), (3) a pH test (D002), (4) a qualitative analysis for Total Metals, (5) Total Pesticides, and (6) Total Organic compounds. The contractor shall collect a sample of sufficient quantity to perform all step 1 tests and any additional testing necessary to identify the material to help the generator to fill out the Hazardous Waste Profile Sheet. Samples will be collected following current EPA and state protocols covering sample collection, sample storage and chain of custody procedures. Samples will be collected in laboratory supplied sample containers. A certified laboratory will complete all testing.

If the Government suspects contamination not covered by the tests listed above, e.g. PCB, asbestos, etc., the Government will order the applicable CLIN separately.

If qualitative analysis testing does not indicate the presence of metals, pesticides or organic compounds, the contractor shall forward information to the generator to complete the DRMS Form 1930 in accordance with the instructions for DRMS Form 1930.

#### **b. Step Two**

The government may order additional analytical testing if qualitative analysis indicates the presence of metals, pesticides and/or organic compounds. When qualitative analysis performed in Step One indicates the presence of metals, pesticides, and or organic compounds, the government may order additional testing that may include TCLP Metals (D004-D011), TCLP Pesticides (D012-D017) and/or TCLP Organics (D018-D043) to identify the contaminants in sufficient detail to complete the DRMS Form 1930. When these additional tests are needed, they will be ordered under the appropriate separate CLIN.

**When step two testing is ordered, the Government will notify the contractor within ten (10) calendar days from the date the COR received the analysis from step one. The delivery order containing CLIN 6400TS will be modified to add the additional testing requirement(s). The contractor will complete Step Two analysis within 15 days of receiving a written modification to the original delivery order. Step Two analysis may be performed on excess samples collected during Step One, and/or samples remaining at the certified laboratory at the completion of Step One.**

#### **c. The following applies for all work performed in conjunction with the above CLINs:**

1. The Contractor shall provide all services, property, supplies, furnishings and equipment necessary to conduct the required test(s) of Government selected items.

2. Analysis ordered under CLIN 6400TS shall be performed as specified in clause C3.3, with the exception of the timeframe specified in C.3.3c.

The contractor has twenty (20) calendar days from the issuance of a written delivery order to complete all testing, analysis and documentation as stated for Step One. The contractor has fifteen (15) calendar days to complete all testing, analysis and documentation as stated above for Step Two after receipt of a written delivery order. All original analytical data and chain of custody forms will be provided to the COR within twenty-five (25) calendar days for step one only, and fifty (50) calendar days for step two of issuance of a written delivery order.

**C.3.6 PROVIDING STORAGE CONTAINERS AND RENTAL CHARGES – CLINs 6370-6375, 6376, 6380-6385**

a. CLINs 6370-75: The contractor is required to provide plastic lined rolloff storage containers for a period of up to thirty (30) calendar days from date of initial placement. The rolloff containers will have watertight covers and be lockable. Rolloff storage containers may be ordered for any location in or around the pick up points identified in the contract. Initial placement of rolloff(s) is required within five (5) calendar days after issuance of a written TO citing any of the above listed CLINs. Disposal of waste in the rolloff will be ordered using the appropriate "bulk" CLIN.

b. CLINs 6380-85: Some rolloffs may be on site for more than thirty (30) calendar days. If the Government requires a rolloff longer than the initial thirty (30) day placement period, it will be ordered by issuance of a written TO using the above listed CLINs. Rental time may be ordered on a month-by-month basis (one (1) ea. equals a one-month rental timeframe of thirty (30) days) or in any timeframe required (2 ea. for 2 months, 3 ea. for 3 months, etc.). If a rolloff is ordered in multiple timeframes and is not required for the complete time ordered, a modification to the TO may be issued to reduce the rental time for the remaining months. For example, the Government orders 6 ea. (6 months) of rental and 3 months and 15 days have elapsed, a modification will be issued to delete 2 months rental. Rental timeframes will not be prorated for unused rental time less than 30 days.

c. The rental period begins on the 31<sup>st</sup> day after the initial rolloff is placed at the specified location. Ordering of a replacement rolloff does not change the rental period beginning date. The rental period ends on the date the final TO is issued for disposal of the waste stream.

d. The contractor is required to weigh empty storage containers prior to use by the Government and provide the COR a copy of a certified Weight Certificate which shows the weight of each empty storage container at the time of placement. The contractor is required to weigh each storage container upon pickup (and provide a copy of the weight certificate for each container showing the weight of the storage container and its contents) to the COR. The Government will only pay disposal fees for the weight of the contents.

e. The CLINs listed above will only be ordered by the Government for the convenience of the Government.

**f. When CLIN 6376 is ordered the contractor shall stage and/or relocate roll-off containers to any location within the confines of the installation.**

**C.3.7 LABPACKING SERVICES – CLIN 6320-6323**

a. The contractor shall provide all labor, equipment, supplies (including labpack containers), and tools necessary to labpack waste. Labpacking service is on this contract to provide a packaging service to the generator in order to facilitate the turn in of property to the DRMO. This CLIN(s) does not include disposal. This clause does not relieve the Contractor of repacking requirements in C.1.2.3 when the Government does not require labpacking services.

b. The Government will order the appropriate labpack CLIN(s) dependent on the anticipated labpack container size required. The contractor shall accept the Government's container size unless the contractor demonstrates to the COR, prior to commencing the labpacking service, that a different size labpack container(s) is required. When this service is ordered, the Government will provide a list of property to be labpacked with the TO. The list will include chemical name, weight and volume of each item and anticipated disposal CLIN (for information purposes only). The contractor shall:

(1) Prepare labpacks for chemical waste. This service consists of packing compatible chemicals into suitable labpack containers, preparing a comprehensive drum inventory, marking and labeling each labpack in accordance with local, state, and Federal regulations. The Government will order this service on a task order using the labpack service CLIN(s) listed above.

(2) The contractor will labpack the waste according to chemical compatibility and in compliance with 49 CFR, specifically 49 CFR 173.12. The contractor will prepare the aforementioned drum inventory. The inventory will consist of a list of each container placed in the labpack. The list must specify: 1) description of the contents of each container by chemical or common name of the waste; 2) hazardous constituents causing the item to be a hazardous waste; 3) EPA and state hazardous waste codes assigned; 4) container size; 5) weight of each container and its contents (The contractor will weigh all items, actual weight will be used on the labpack inventory.); and 6) Disposal CLIN (provided by COR). Multiple containers of the same waste may be listed as a single line on the inventory list provided; the total number of containers is recorded in association with the container sizes and the total weight of the containers and contents is listed instead of individual container weights. A unique identification number will be assigned to each completed labpack and this number will be annotated on the inventory list. One copy of the inventory list will be attached to the labpack and one copy will be provided to the COR when packaging is complete.

(3) The contractor will place appropriate markings and DOT labels on each container, along with an inventory list.

c. The contractor will be provided a work site, storage area for supplies, and a staging area near the chemical storage facility. When labpacking services are ordered, all work must be completed within thirty (30) days of written TO issuance.

d. The Government will issue a TO for the disposal of labpacks after the labpacking service is completed. TOs containing the disposal of labpacks will be prepared based on the total weight of each separate CLIN/item packaged in each labpack. The total weight of each separate CLIN/item in the labpack will be determined by the sum of the weights (rounded to the nearest pound) of the individual items assigned that CLIN on the labpack inventory. In order to identify the labpack associated with the CLIN being ordered, the unique number assigned to the labpack will be provided in the item description on the task order. For purposes of labpack removal and contractor invoicing, the items packaged in labpacks by the Contractor under the labpack CLINs are excluded from the small container definition in C.1.2.9.

### **C.3.8 EMERGENCY ESCAPE BREATHING DEVICES - CLIN 9904EB**

When CLIN 9904EB is ordered, the Contractor is required to provide all the labor and materials necessary to open containers (drums or triwalls), inspect all Emergency Escape Breathing Devices (EEBDs) and segregate the spent EEBDs from the non-spent, unused pressurized EEBDs. The contractor is required to release the pressure of any EEBD as required, spent or non-spent. The contractor is required to repack all EEBDs to conform to DoT shipping requirements, including labeling, marking, weighing, and preparing all paperwork for shipping and disposal. Disposal of repacked EEBDs is included under this CLIN.

### **C.3.9 MANAGEMENT SERVICES – ENVIRONMENTAL LABOR- CLIN 6502**

- a. When CLIN 6502 is ordered the Contractor shall provide environmental operational and/or management services. These services will be used by the base to augment manpower on an emergency basis and may include (but not limited to) preparation of waste documentation, of labeling, identification of waste, sample collection, weighing, lab packing, overpacking, and marking containers. Once CLIN 6502 is ordered, the Contractor has three (3) days to start performance. The delivery order minimum shall not apply when CLIN 6502 is ordered. Labor will be ordered on an hourly basis. The generator and contractor shall keep track of the labor requested by annotating a daily log data sheet(s). For payment, the contractor shall submit daily log data sheet(s) that have been certified by authorized Government personnel with invoices to the Contracting Officer.
- b. CLIN 6502 requires fully trained personnel that meet the 40 CFR, 49 CFR and 29 CFR training requirements. Current training certificates and records shall be made available upon request by the base Environmental Officer. Personnel working under CLIN 6502 shall have the ability to provide effective oral and written communication in the English language.

- c. The generator will order CLIN 6502 via delivery order to procure up to two (2) personnel in increments of 8 hours to provide environmental services for the base. The Government will procure the services of personnel on an intermittent basis in the event of staffing shortages. The Contractor will be required to work an eight (8) hour day to coincide with normal working hours at the installation. Charges for all services provided under CLIN 6502 will be based on the hourly rate. The unit of issue of hour will represent one (1) hour of work for one (1) individual. The delivery order will specify when one or two people are being requested under this CLIN. For example, if two (2) personnel are required for a single eight (8) hour day, the D.O. will indicate the number of personnel required as two (2) laborers and shall order sixteen (16) hours under CLIN6502. The Government will procure the services of the contractor during normal workdays which are Monday through Friday. The Government shall order minimum of four (4) hours per employee.
- d. The Government will NOT furnish Contractor personnel safety equipment. All Contractor employees shall abide with host safety regulations at all times and perform all operations in a safe manner.
- e. The Government does not guarantee management services will be ordered under CLIN 6502.

**C.3.10 MANAGEMENT SERVICES/RETROGRADE FROM THULE, GREENLAND – CLINs 6360CM, 6360EX, 6361FT, 6609, 6609AB**

a. Services ordered under the CLINs listed above are to provide environmental support to DoD activities at Thule, Greenland. The initial task order containing CLINs 6360CM and or 6361FT will be issued to cover the total length of the required support. The operation is anticipated to take 10 to 14 days at 8 hours per day. Depending on the anticipated requirements, the contractor will provide one (1) to two (2) individuals with the training necessary to support the retrograde of Hazardous Waste. Based upon the estimated work schedule, the initial task order will be issued for 80 hours of labor based on one (1) employee, 8 hours per day times 5 days. A tentative inventory will be provided prior to departure.

b. **CLIN 6609** is for the Contractor to recover costs associated with travel while performing the activities listed below at Thule. The contractor will be reimbursed for actual travel costs and per diem not to exceed acceptable Joint Travel Regulations (JTR) levels. The estimated costs for flights are \$900.00 per person and must be paid with cash or check at the time of flight. The Government will make arrangements for travel and lodging to and from Thule with departure from either McGuire AFB, NJ or Baltimore, MD. The contractor is responsible for all travel and lodging cost to the point of departure from the continental United States, as well as all costs incurred after arrival back in the United States. The Government will make lodging reservations for contractor personnel at the Northstar Inn at a rate of approximately \$15.00 per day. Government mess hall facility will be available and meals are also modestly priced, around \$5.00 per meal. It is anticipated the contractor will be required to visit/perform pre-pickup activities at Thule, Greenland one time per year and is anticipated for late July. Prior to departure, the contractor shall provide personnel information on employee(s) to the COR in order to obtain clearance to travel to Thule. The contractor shall provide receipts for reimbursement on CLIN 6609.

c. **CLINs 6360CM and 6361FT** are for management services, i.e. labor hours at Thule. The contractor will perform pre-pickup activities including, but not limited to: packaging, labeling, profiling, manifesting, a detailed inventory and assisting in the loading of the items onto the DoD conveyance. The contractor shall provide all marking and labeling for the containers. The contractor shall prepare manifests using a Virginia EPA number. The EPA number, manifest document numbers and generator information will be provided by DRMO Norfolk through the DRMS COR. The Government will supply packaging and material handling equipment and transport items from the staging area to the shipping terminal. Once the DoD conveyance is loaded, the Government will "Retrograde" the containers to the port of entry (POE), either Port Norfolk or Port Newport News Marine Terminal (see C.3.1). The Contractor will be required to remove the property from the POE after notification from the COR that it has passed the U.S. Customs inspection.

d. Off-loading will not be required for retrogrades on its arrival in CONUS. Material is loaded onto truck chassis making "off-loading" unnecessary. Removal from Port of Entry shall be made in accordance within times discussed in Retrogrades Clause C.3.1. Prior to shipment for disposal, the contractor shall complete DD Form 1155 pickup report. Seavans/Milvans are approximately 20 feet long. Once the containers have been emptied at the designated TSDF, the contractor shall clean and return the empty Seavans/Milvans to a designated collection site, historically has been at or near the pickup POE. **CLIN 6609AB** shall be ordered for the return of the Milvan/Seavan. The site will be designated prior to CONUS pickup. The contractor shall remove all debris and sweep out the containers.

e. The contractor shall provide a fixed hourly rate. This rate must include wages, overhead, and general and administrative expenses and profit. The labor rates are to cover any work to be performed necessary to prepare HW for retrograde to the US. The contractor must maintain and submit a daily log of labor costs to the Government at the end of each workday. The Government will certify the validity of the log and submit the 1155 and the log to the Contracting Officer for payment purposes. The contractor shall not include material or material handling costs within the fixed labor rates. In the event, the contractor while performing management services at Thule is requested to work more than 8 hours in one day, **CLIN 6360AA** shall be amended to the delivery order for overtime that is performed by contractor personnel.

### **C.3.11 MANAGEMENT SERVICES / BARGE OPERATOR – CLIN 6613BA**

When CLIN 6613BA is ordered, the Contractor shall provide an operator that is competent in, and familiar with the operation of valves and related equipment on a barge to support cleaning/service activities ordered using CLIN 6613NN (see C.3.2). Required skills may include operating barge equipment to put the barge on line operation, operating valves and back flushing the barge systems. The Contractor shall provide an operator that has previous experience in the operation of barge equipment. The Contractor will not be required to move the barge.



**C. 3.12 STABILIZATION OF ORGANIC PEROXIDE & MEKP PRODUCTS - CLIN 6631**

- a. When CLIN 6631 is ordered, the contractor shall stabilize organic peroxide and or MEKP products (prior to shipment) to a point where the products are made non-explosive. The contractor shall then package, ship and dispose of the non-explosive product and give the COR a written statement stating they have rendered the product non-explosive. One each of this CLIN will be ordered per DO when stabilization is required. Disposal of the stabilized product will be ordered on the same DO using the applicable disposal CLIN. Any stabilization under this contract will have a volume of < or = one (1) gallon.
- b. The Government does not guarantee management services will be ordered under CLIN 6631.

#### Attachment X: Performance APLs

Acceptable Performance Level is the minimum performance of each requirement before the Government considers performance unsatisfactory. Specification of an acceptable performance level does not allow the contractor to knowingly provide defective service; it is recognition of the fact that defective performance may sometimes occur unintentionally. As long as the performance percentage does not fall below the specified acceptable performance level, the Government will not deduct for poor performance. However, the contractor shall be required to re-perform or correct the defective service or product at no additional cost to the Government.

The surveillance method shall be from Collection Summary Report(s) (CSR) furnished by the COR, customer feedback, and tracking of final disposal/recycling submittals. All negative and positive actions/performance shall be the basis for monetary deductions and/or past performance annotations.

Performance incentives for the contractor shall include, but are not necessarily limited to, favorable impact on option exercise decisions, future awards of the same requirement, and future awards of similar requirements by DRMS as well as other Government and non-Government entities that may review performance of this contract.

**SECTION D**  
**PACKAGING AND MARKING**

<b>Ref No.</b>	<b>Title</b>	<b>Reference</b>	<b>Date</b>
<b>D . 1</b>	<b><u>PACKAGING, MARKING &amp; LABELING</u></b>	<b>DRMS 52.246-9R01</b>	<b>Jun 1999</b>

**SECTION E**  
**INSPECTION AND ACCEPTANCE**

<b>Ref No.</b>	<b>Title</b>	<b>Reference</b>	<b>Date</b>
<b>E . 1</b>	<b><u>INSPECTION OF SERVICES - FIXED PRICE</u></b>	<b>FAR 52.246-4</b>	<b>Aug 1996</b>
<b>E . 2</b>	<b><u>USE OF COMMERCIAL CONCERNS TO PERFORM INSPECTION OF SERVICES AND FACILITIES</u></b>	<b>DRMS 52.246-9R05</b>	<b>Jan 2000</b>
<b>E . 3</b>	<b><u>CONTRACT QUALITY CONTROL</u></b>	<b>DRMS 52.246-9R06</b>	<b>Jan 2000</b>
<b>E . 4</b>	<b><u>GOVERNMENT INSPECTION</u></b>	<b>DRMS 52.246-9R03</b>	<b>Jan 2000</b>

**SECTION F  
DELIVERIES OR PERFORMANCE**

<b>Ref No.</b>	<b>Title</b>	<b>Reference</b>	<b>Date</b>
<b>F . 1</b>	<b><u>STOP WORK ORDER</u></b>	<b>FAR 52.242-15</b>	<b>Aug 1989</b>
<b>F . 2</b>	<b><u>GOVERNMENT DELAY OF WORK</u></b>	<b>FAR 52.242-17</b>	<b>Apr 1984</b>
<b>F . 3</b>	<b><u>PERIOD OF PERFORMANCE - INCLUDING DISPOSAL &amp; REMOVAL</u></b>	<b>DRMS 52.211-9R06</b>	<b>Nov 2005</b>

Task orders against this contract may be written for a period of 18 months from date of award or June 21, 2006, whichever is later.

All items shall be removed from the Government facilities within 21 calendar days after issuance of each written task order except for expedited removals.

<b>F . 8</b>	<b><u>OPTION TO EXTEND THE TERM OF THE CONTRACT</u></b>	<b>DRMS 52.217-9R01</b>	<b>Jan 2000</b>
<b>F . 10</b>	<b><u>EXTENSION OF SERVICES</u></b>	<b>DRMS 52.217-9R02</b>	<b>Jan 2000</b>

The Government may extend the contract period under this clause and clause I.27 at the end of the base contract period or at the end of the 18 month option

<b>F . 11</b>	<b><u>CERTIFICATE OF INSURANCE</u></b>	<b>DRMS 52.228-9R01</b>	<b>Dec 1995</b>
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**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

Ref No.	Title	Reference	Date
G . 2	<b><u>CONTRACTING OFFICER'S REPRESENTATIVE</u></b>	DFAR 252.201-7000	Dec 1991
G . 5	<b><u>CONTRACTOR REPRESENTATIVE</u></b> <a href="http://www.drms.dla.mil/special/killins/g5.doc">http://www.drms.dla.mil/special/killins/g5.doc</a>	DRMS 52.246-9R07	Dec 1995
G . 6	<b><u>REMITTANCE ADDRESS</u></b> <a href="http://www.drms.dla.mil/special/killins/g6.doc">http://www.drms.dla.mil/special/killins/g6.doc</a>	DRMS 52.242-9R03	Dec 1995
G . 7	<b><u>EPA IDENTIFICATION NUMBER</u></b> <a href="http://www.drms.dla.mil/special/killins/g7.doc">http://www.drms.dla.mil/special/killins/g7.doc</a>	DRMS 52.246-9R08	Dec 1995
G . 10	<b><u>REPORTING REQUIREMENTS</u></b>	DRMS 52.211-9R16	Nov 2005

**G . 11   DOCUMENTATION REQUIREMENTS,      **DRMS 52.232-9R01      Mar 2004****  
**ACCEPTANCE, INVOICING AND**  
**TRACKING DRMS**

(a) Submission of Documentation to Facilitate Acceptance for Payment

(1) The contractor shall submit one complete set of documents per task order to allow acceptance for payment, consisting of the following:

(i) One DRMS Form 1683-1 for each task order to include all line item numbers from the Task Order (in order) completed through Column 8, except items that undergo final disposal at their first Qualified TSDF must be submitted with complete tracking data (through Column 14 on the DRMS Form 1683-1).

(ii) All signed return shipping papers (manifests or Bills of Lading as appropriate) from Qualified TSDFs authorized to receive the items as per H.5, DRMS 52.244-9R01, Use of TSDFs and Transporters. Per C.3.1 and C.3.6 a copy of the Compressed Gas Cylinder (CGC) report shall be provided to the COR prior to invoicing. A copy of the CGC report is also to be submitted with the 1683-1.

(2) The above documentation shall be submitted to:

Defense Reutilization and Marketing Service  
ATTN: DRMS-NPC  
74 Washington Avenue, North  
Battle Creek, MI 49017-3092

(b) Acceptance and Invoicing

(1) For purposes of payment only, all disposal/recycling actions are considered accomplished on the date the items are accepted by the initial, properly permitted, qualified TSDF. For 6000 series CLINs, the services are considered accepted on the date the DRMO inputs the pickup date into the DRMS Base Operations Support System (BOSS). Subsequently, the Government shall generate and electronically transmit a Disposal Manifest Report(s) (626) covering all items on the task order within 20 days of receipt of the contractor's original submittal. The 626 will be electronically transmitted to the contractor and directly to U.S. Bank for payment.

Payment to the contractor will be made through Electronic Funds Transfer (EFT) within 24 to 72 hours of receipt by U.S. Bank. The contractor agrees to a mandatory fee for payments made through U.S. Bank. These fees are payable to U.S. Bank and will be deducted from the contractor's account when U.S. Bank transfers funds to the contractor's bank account. All fees are subject to the terms of the agreement signed with U.S. Bank. The Government will not reimburse the contractor for any fees assessed by U.S. Bank.

(2) Contractor tracking of the 626 submission for payment can be done through your boss access or through PowerTrack. For any discrepancies in payment, contact the contracting specialist or contracting officer at DRMS assigned to this contract

(c) Post-Payment Tracking

(1) The contractor agrees to enter disposal information directly into the DRMS Base Operations Support System (BOSS) for all items on the order as the disposal information is received. Contractor access to BOSS may be obtained by the procedures outlined in clause H.1 Web based BOSS is currently available at the following URL: <https://vesta.dscr.dla.mil/forms90/f90servlet?config=bossprod>. Once the contractor has input disposal information into the Base Operating Support System (BOSS), notification to the responsible Contract Specialist must be made within 24 hours after order input is complete. Notification to the Contract Specialist can be made by e-mail. The contractor must indicate in the subject line of the email that disposal input into BOSS has been completed for specified PIIN (contract and task order number). The contractor must also notify the DRMS Tracking Department by email at the following address: Phase2Done@mail.drms.dla.mil

(2) If a discrepancy occurs while inputting into the BOSS, the following steps need to be followed:

(i) If there is a problem with the pickup information input by the DRMO, the contractor needs to contact the Contract Specialist for resolution.

(ii) If a contractual, i.e. a recycling CLIN is not recycled, or a regulatory violation occurs, an email needs to be forwarded to the Contract Specialist with a copy to the DRMS Compliance Department, Phase1\_2Problems@mail.drms.dla.mil. (Please note: there is an underscore between the 1 and 2)

(iii) A unique or unspecified problem occurs with input into BOSS. The contractor should email the DRMS Tracking Department with the specifics at Phase1\_2Problems@mail.drms.dla.mil. (Please note: there is an underscore between the 1 and 2) (3 Input of disposal information into BOSS by the disposal contractor will be within 20 calendar days after the waste has been disposed as outlined in clause F.3. By signature on this contract, the contractor certifies the disposal data input into BOSS is accurate, complete, and meets all requirements set in this contract.

(4) The contractor shall specify in the notification to the Contract Specialist, as indicated in paragraph (c)(1) of this clause, which, if any, of the line items disposed and input into BOSS are PCB items. The contractor must provide, to the generator and COR, copies of Certificates of Disposal signed by a responsible disposal facility official for all PCB items on a task order.



(5) The Government reserves the right to subsequently review/audit any and all information provided under this clause, this includes all information directly input into BOSS by the contractor. Upon being informed of any deficiencies resulting from the Government review/audit, the contractor shall respond with correcting documentation within 10 calendar days. As outlined in E.4, Places of Government Inspection, DRMS also reserves the right to conduct on site visits to insure compliance with this clause, clause H.1 and all other pertinent security regulations.

(6) No paperwork in conjunction with Phase II needs to be submitted to DRMS, WITH THE EXCEPTION OF PCB and COMPRESSED GAS CYLINDERS (CGC) REQUIREMENTS. FOR PCB'S Certificates of Destruction are required to be submitted for PCB waste including cylinders. Per C.3 (d) Certificates of Disposal or Recycling for all gases and empty cylinders are required to be submitted. See also C.3.3 (c) and C.3.3 (f) (1). However, the contractor is still required to maintain a complete audit trail for all waste streams. The contractor shall maintain hard copies of all disposal documentation for a period of six years after FINAL PAYMENT ON THE CONTRACT. This documentation will be made available to the Government upon request.

(d) Remedies for Non-Compliance

(1) Failure to submit timely and complete documentation for acceptance of payment on a task order under paragraph (a) above will result in no payment of the entire task order. Payment may be approved upon resubmission of the correct documentation for all line items on the task order. The Government, at the discretion of the Contracting Officer, can utilize other remedies including those indicated below.

(2) Failure to input timely and complete disposal information into BOSS per paragraph (c) above, including resolution of any discrepancies, may be remedied by the Government using any and all contractual means available. This includes, but is not limited to:

- (i) E.1 Inspection of Services (FAR 52.246-4),
- (ii) I.57 Default (FAR 52.249-8),
- (iii) H.30 Indemnification (DRMS 52.211-9R13),
- (iv) I.80 Warranty of Services (FAR 52.246-20)
- (v) Past performance evaluations utilized in option exercise and future contract award decisions.

(3) Note that consideration pursuant to E.1, Inspection of Services, can be

## SECTION H

### SPECIAL CONTRACT REQUIREMENTS

Ref No.	Title	Reference	Date
H . 1	<b><u>CONTRACTOR ACCESS TO DRMS BASE OPERATIONS SUPPORT SYSTEM (BOSS), DMF ONLY</u></b>	<b>DRMS 52.204-9R03</b>	<b>Jul 2004</b>

1. In order to process the tracking and payments of completed delivery orders more quickly, a contractor must designate personnel within their organization be assigned a DRMS login to perform input of data into the Base Operations Support System (BOSS). DoD 5200.2-R, DoD Personnel Security Program, requires DoD military and civilian personnel, as well as DoD consultant and contractor personnel, who perform work on sensitive automated information systems (AISs) be assigned to positions that are designated at one of three sensitivity levels (ADP-I, ADP-II, ADP-III). These designations equate to Critical Sensitive, Non-critical Sensitive, and Non-sensitive. DLA has implemented the DoD policy in paragraph 3-101 of DLAR 5200.11, DLA Personnel Security Program.

2. The contractor shall assure that individuals assigned to perform input of data into the Base Operations Support System (BOSS), determined to be an ADP-III position, complete and provide the appropriate information for the investigative requirement. Personnel occupying ADP-III positions require a National Agency Check (NAC), but may be assigned a login authority prior to completion of the investigation. The procedure for requesting a NAC is to complete the Electronic Personnel Security Questionnaire (EPSQ), which is submitted electronically to the Defense Security Service (DSS). The EPSQ may be downloaded from the Defense Security Service Web Site at <http://www.dss.mil>. Go to the home page. You will see a series of menu items on the left side. Click on EPSQ.

a. Scroll down until you see the section downloading EPSQ Version 2.2. Click on the word "Download" in the paragraph. Scroll down to the icon of a feather quill and paper. Click on it. Click on the button that states, "Press to acknowledge the above statement and continue."

b. Click on the download for "Windows 95, 98, NT or 2000 users." This screen gives you four choices. Click on Number 2, "Download a "new" installation of EPSQ."

c. You now have two choices. Click on the "Subject Edition." Follow the instructions and install the program. The program will establish an icon on your desktop screen.

d. Click on the EPSQ icon. Click on "CREATE" on the toolbar. A menu will come up. Click on "APPLICATION FOR A POSITION OF PUBLIC TRUST (SF 85P)." Then click on NATIONAL AGENCY CHECK (NAC). Fill in the requested information. You can exit out of the program at any time. To go back, just click the icon and select MODIFY from the toolbar and go to the section you want to complete or change. You must supply all requested information (i.e., names, street addresses, dates, amounts, etc.).

e. Two hints: First, the program requests middle names for every person you list. In many cases it is extremely difficult to find out the person's middle name. You can use MNU (Middle Name Unknown). If it is absolutely impossible to find the first and/or last name of a former supervisor, then use FNU and/or LNU. However, try to supply as many as possible, particularly with family members.

Second, you will also be asked dates. The format is YYYY/MM/DD. If you don't know the exact date, use YYYY/MM/??.

f. WARNING: You must supply information going back seven (7) years. Some parts of the EPSQ say to only go back five years. This is because the form was produced by an agency known as DSS (Defense Security Service). This agency no longer conducts the investigations on contractors for computer access. OPM Investigations uses the DSS developed EPSQ; however, the contract provided to them by the Department of Defense (DoD) specifically states that a full seven years are required. OPM Investigations has no choice but to comply with DoD requirements. EPSQ without the full seven years of information will be shredded and no further action taken.

g. Be sure there are no date gaps of 30 days or more on residence and employment history. Employment history also includes periods of unemployment as well (see "7" on the drop-down menu). Gaps of over 30 days will result in the EPSQ not being submitted and no further action will be taken.

h. If you answer "Yes" to the following modules that are actually questions: Modules 7; 16; 17; 18; 19; and 20, please include all requested date(s), amount(s), and location(s). Use the "Remarks" selection on the right-hand side to provide a full explanation of circumstances.

i. When finished, select VALIDATE from the toolbar. This will show you if there are any errors, such as date gaps. The validation must show no errors and this sheet must be sent in with the EPSQ.

j. Go to PRINT (fourth option from the left) and print off a hard copy of the entire questionnaire. Sign and date the completed form in two places towards the end. The first signature goes on the line just below module 20 with wording of CERTIFICATION BY PERSON COMPLETING THE FORM. Go to the second page after that. It has "Authorization for Release of Information." Sign and date on the bottom of this form. There is a third place to sign and is the next to the last page with the statement "Release of Medical Information." This page can be discarded. However, there is one page after the "Release of Medical Information" and this one is required to be submitted.

k. You will also need to be fingerprinted by the local police department, state police, or on a military installation. Be sure to use the standard FBI fingerprint card. The upper left hand corner on the front has "APPLICANT" and the upper right side has a block that states "ORI."

The block will have:

USDISOOOZ

DIS NACC

FT HOLABIRD MD

Or it may have:

USOPMOOOZ

OPM

BOYERS PA

Also, on the back in the lower left hand corner it has FD-258 (REV 5-11-99).  
THE FINGERPRINTS MUST BE REGULAR FINGERPRINT INK.  
ELECTRONIC FINGERPRINTS WILL NOT BE ACCEPTED.

l. Remember, security will need the questionnaire signed and dated in two locations, the validation sheet, and the fingerprint card. ALL MUST BE ORIGINALS. OPM Investigations will not accept faxes or attachments.

m. One additional item is required. A copy of your birth certificate, passport, or naturalization papers unless the EPSQ reflects that you are not a U.S. Citizen. All others must be verified.

n. Remember the four required items:

i. Complete EPSQ Signed and Dated.

ii. Validation page showing no errors.

iii. The correct fingerprint card. An incorrect one, with any deviation from the above, cannot be used. Fingerprints must be done with fingerprint ink. We cannot submit the new electronic or digital fingerprints at this time.

iv. Copy of birth certificate, passport or a copy of the naturalization papers.

o. The above items are mailed to: (see next page)

DRMS DDS (Personnel Security)

ATTN: Paul Cochran

74 Washington Avenue North

Battle Creek, MI 49017-3092

3. The contractor will also need to provide a DRMS Form 1986, Contractor Request for Assignment of a Logon Identifier, to the appropriate Contracting Officer/Contract Specialist.

4. The DRMS Form 1986, can be viewed or downloaded from the following website:  
<http://www.drms.dla.mil/special/misc/bossfeb04.pdf>
5. Once a login authority has been assigned, DRMS will notify the contractor and provide detailed instructions for using this login.
6. An offeror who is unable or unwilling to obtain the information listed above will not be eligible to receive the award on this solicitation only.
7. For those offerors/contractors who have no experience with input into the DRMS BOSS, training will be provided at no additional cost.
8. All contractor personnel provided Government furnished computer access shall observe local AIS security policies and procedures as provided by the DSS.

**H . 2     STATEMENT OF EQUIVALENT  
RATES FOR FEDERAL HIRES**

**FAR 52.222-42**

**May 1989**

CLASSIFICATION		BASIC HOURLY RATE
Environmental Technician	GS-07	\$13.49
Truck Driver (Heavy)	WG-08	\$16.08
Heavy Equipment Operator	WG-10	\$17.29
Fork Lift Operator	WG-05	\$13.98
Tractor Operator	WG-05	\$13.98
Laborer	WG-02	\$11.14
Airplane Pilot	GS-11	\$19.97
Secretary III	GS-06	\$12.14
Guard I	GS-04	\$ 9.74

**H . 3     DEPARTMENT OF LABOR WAGE  
DETERMINATION**

**DRMS 52.222-9R01**

**Dec 1995**

Blank #1 96-0223 (Revision 18)  
Blank #2 05/23/2005  
Blank #3 III

**H . 4     POWERTRACK PAYMENT, APPLICATION AND ACCEPTANCE                      DRMS 52.232-9R07        Nov 2003**

Payments under the resulting contract from this solicitation will be made using U.S. Bank, PowerTrack. No payment will be made to the awardee until the application process is complete and the awardee is accepted by U.S. Bank. The awardee shall sign and execute an agreement with U.S. Bank. The awardee must pass compliance with the Patriot Act and the Office of Foreign Assets Control (OFAC) of the Department of Treasury. This is done during the application process with U.S. Bank. The awardee shall contact U.S. Bank and arrange for system set-up, training, and project management/implementation. The awardee must contact Dave Sullivan at U.S. Bank PowerTrack. He can be reached via email at dave.Sullivan@usbank.com or by telephone at 301-293-4228 or Everett Doolittle at everett.Doolittle@usbank.com at phone number 612-973-6156 or 612-803-5619 for applications and questions. Contractors may also contract Dave Sullivan or Everett Doolittle to get a copy of the Agreement that is signed upon approval for PowerTrack.

Payments can be tracked with your access password once PowerTrack is approved for the awarded contractor. All payments made on this contract through U.S. Bank are subject to a mandatory fee for each payment that is paid on this contract. The fee is paid to U.S. Bank for processing of payment by electronic means (24 to 72 hours)

<b>H . 5</b>	<b><u>USE OF TSDFS AND TRANSPORTERS</u></b>	<b>DRMS 52.244-9R01</b>	<b>Dec 2000</b>
<b>H . 6</b>	<b><u>ADDITIONAL TSDFS AND TRANSPORTERS</u></b>	<b>DRMS 52.244-9R02</b>	<b>Jan 2000</b>
<b>H . 10</b>	<b><u>INCIDENTAL FEES</u></b>	<b>DRMS 52.211-9R17</b>	<b>Jan 2000</b>
<b>H . 16</b>	<b><u>CONTAINERS</u></b>	<b>DRMS 52.211-9R01</b>	<b>Oct 1996</b>
<b>H . 17</b>	<b><u>ANTICIPATED REGULATORY</u></b>	<b>DRMS 52.211-9R02</b>	<b>Jan 2000</b>
<b>H . 30</b>	<b><u>INDEMNIFICATION</u></b>	<b>DRMS 52.211-9R13</b>	<b>May 1998</b>

**SECTION I  
CONTRACT CLAUSES**

Ref No.	Title	Reference	Date
I . 1	<u>DEFINITIONS</u>	FAR 52.202-1	Jul 2004
I . 3	<u>GRATUITIES</u>	FAR 52.203-3	Apr 1984
I . 4	<u>COVENANT AGAINST CONTINGENT FEES</u>	FAR 52.203-5	Apr 1984
I . 5	<u>RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT</u>	FAR 52.203-6	Jul 1995
I . 6	<u>ANTI-KICKBACK PROCEDURES</u>	FAR 52.203-7	Jul 1995
I . 7	<u>CENTRAL CONTRACTOR REGISTRATION</u>	FAR 52.204-7	Oct 2003
I . 8	<u>PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY</u>	FAR 52.203-10	Jan 1997
I . 9	<u>LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS</u>	FAR 52.203-12	Jun 2003
I . 11	<u>PROVISION OR INFORMATION TO COOPERATIVE AGREEMENT HOLDERS</u>	DFAR 252.205-7000	Dec 1991
I . 12	<u>PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARBMENT</u>	FAR 52.209-6	Jan 2005
I . 14	<u>AUDIT AND RECORDS NEGOTIATION</u>	FAR 52.215-2	Jun 1999
I . 15	<u>ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT</u>	FAR 52.215-8	Oct 1997
I . 22	<u>FACILITIES CAPITAL COST OF MONEY</u>	FAR 52.215-16	Jun 2003
I . 23	<u>WAIVER OF FACILITIES CAPITAL COST OF MONEY</u>	FAR 52.215-17	Oct 1997

I . 27	<u>OPTION TO EXTEND SERVICES</u>	FAR 52.217-8	Nov 1999
I . 29	<u>UTILIZATION OF SMALL BUSINESS CONCERNS</u>	FAR 52.219-8	May 2004
I . 30	<u>SMALL BUSINESS SUBCONTRACTING PLAN (ALTERNATE II) (OCT 2001)</u>	FAR 52.219-9	Jan 2005
I . 33	<u>LIQUIDATED DAMAGES - SUBCONTRACTING PLAN</u>	FAR 52.219-16	Jan 1999
I . 34	<u>SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPORTING</u>	FAR 52.219-25	Oct 1999
I . 36	<u>NOTICE TO THE GOVERNMENT OF LABOR DISPUTES</u>	FAR 52.222-1	Feb 1997
I . 37	<u>CONVICT LABOR</u>	FAR 52.222-3	Jun 2003
I . 38	<u>CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERNIGHT COMPENSATION</u>	FAR 52.222-4	Sep 2000
I . 40	<u>EQUAL OPPORTUNITY</u>	FAR 52.222-26	Apr 2002
I . 41	<u>EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS</u>	FAR 52.222-35	Dec 2001
I . 42	<u>EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, AND VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS</u>	FAR 52.222-37	Dec 2001
I . 43	<u>AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES</u>	FAR 52.222-36	Jun 1998
I . 44	<u>SERVICE CONTRACT ACT OF 1965, AS AMENDED</u>	FAR 52.222-41	May 1989
I . 45	<u>NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES</u>	FAR 52.222-39	Dec 2004



I . 46	<u>FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)</u>	FAR 52.222-43	May 1989
I . 50	<u>POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION</u>	FAR 52.223-5	Aug 2003
I . 51	<u>DRUG-FREE WORKPLACE</u>	FAR 52.223-6	May 2001
I . 52	<u>UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES</u>	FAR 52.226-1	Jun 2000
I . 54	<u>AUTHORIZATION AND CONSENT</u>	FAR 52.227-1	Jul 1995
I . 55	<u>NOTICE AND ASSISTANCE REGARDING PATENT AND COPY RIGHT INFRINGEMENT</u>	FAR 52.227-2	Aug 1996
I . 56	<u>FEDERAL, STATE &amp; LOCAL TAXES</u>	FAR 52.229-3	Apr 2003
I . 61	<u>SUPPLEMENTAL COST PRINCIPLES</u>	DFAR 252.231-7000	Dec 1991
I . 62	<u>PAYMENTS</u>	FAR 52.232-1	Apr 1984
I . 63	<u>PAYMENTS UNDER TIME-AND-MATERIAL AND LABOR-HOUR CONTRACTS</u>	FAR 52.232-7	Feb 1997
I . 64	<u>DISCOUNTS FOR PROMPT PAYMENT</u>	FAR 52.232-8	Feb 2002
I . 65	<u>EXTRAS</u>	FAR 52.232-11	Apr 1984
I . 66	<u>INTEREST</u>	FAR 52.232.17	Jun 1996
I . 67	<u>AVAILABILITY OF FUNDS</u>	FAR 52.232-18	April 1984
I . 68	<u>ASSIGNMENT OF CLAIMS</u>	FAR 52.232-23	Jan 1986
I . 69	<u>DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION</u>	DRMS 52.233-9R02	Apr 2000

The parties agree to use their best efforts to resolve any disputes that may arise without litigation. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) FAR 33.214, Alternate Disputes Resolution techniques in an attempt to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute. If the ADR is not successful, the parties retain their existing rights.

If you wish to opt out of this clause, check here[ ]. Alternate wording may be negotiated with the contracting officer.

<http://www.drms.dla.mil/special/fillins/i69-400.doc>

I . 70	<u>DISPUTES (ALTERNATE 1) (DEC 1991)</u>	FAR 52.233-1	Jul 2002
I . 71	<u>PROTEST AFTER AWARD</u>	FAR 52.233-3	Aug 1996
I . 72	<u>PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION</u>	FAR 52.237-2	Apr 1984
I . 74	<u>POSTAWARD CONFERENCE</u>	DFAR 252.242-7000	Dec 1991
I . 75	<u>BANKRUPTCY</u>	FAR 52.242-13	Jul 1995
I . 76	<u>CHANGES - FIXED PRICE (ALTERNATE 1)</u>	FAR 52.243-1	Apr 1984
I . 77	<u>CHANGES-TIME-AND-MATERIAL OR LABOR- HOURS</u>	FAR 52.243-3	Sep 2000
I . 79	<u>GOVERNMENT FURNISHED PROPERTY (SHORT FORM)</u>	FAR 52.245-4	Jun 2003
I . 80	<u>WARRANTY OF SERVICES</u>	FAR 52.246-20	May 2001

Within 30 days of the Contracting Officer being notified of the nonconformance.

I . 81	<u>LIMITATIONS OF LIABILITY--- SERVICES</u>	FAR 52.246-25	Feb 1997
I . 83	<u>VALUE ENGINEERING</u>	FAR 52.248-1	Feb 2000
I . 84	<u>TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)</u>	FAR 52.249-2	May 2004
I . 86	<u>DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)</u>	FAR 52.249-8	Apr 1984
I . 100	<u>ORDERING</u>	FAR 52.216-18	Oct 1995

Such orders may be issued from the date of award or June 21, 2006, whichever is later through the end of an 18 month period.

**I . 101 ORDER LIMITATIONS****FAR 52.216-19****Oct 1995**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,000.00 (except see C.1.2.11), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract. The contractor shall honor any order exceeding the maximum order limitations unless that order (or orders) is returned to the ordering office within ten (10) calendar days after issuance.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of \$100,000.00;

(2) Any order for a combination of items in excess of \$200,000.00; or

(3) A series of orders from the same ordering office within ten (10) days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

**I . 102 OPTION TO EXTEND THE TERM OF THE CONTRACT****FAR 52.217-9****Mar 2000**

(a) The Government may extend the term of this contract by written notice to the Contractor within 14 calendar days, provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months.

**I . 103 INSURANCE - WORK ON A GOVERNMENT INSTALLATION****FAR 52.228-5****Jan 1997**

\*\*NOTE: Minimum amounts of insurance referenced in para. (a) above are as follows:

TYPE	AMOUNT
General Liability:	\$1,000,000 per occurrence
Automobile Liability: Comprehensive Form: Bodily Injury Liability	200,000 per person & 500,000 per occurrence
Property Damage	1,000,000 per occurrence

**I . 104 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR FAR 52.232-19 Apr 1984**

Funds are not presently available for performance under this contract beyond September 30, 2006. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2006.

**I . 105 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) DFAR 252.219-7003 Apr 1996**

**I . 111 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES DFAR 252.203-7001 Dec 2004**

**I . 112 DISPLAY OF DOD HOTLINE POSTER DFAR 252.203-7002 Dec 1991**

**I . 113 PROMPT PAYMENT FAR 52.232-25 Oct 2003**

**I . 114 PRICING OF CONTRACT MODIFICATIONS DFAR 252.243-7001 Dec 1991**

**I . 116 ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT DLAD 52.249-9000 May 1988**

Blank \$500

**I . 118 INDEFINITE QUANTITY FAR 52.216-22 Oct 1995**

Contractor shall not be required to make any deliveries under this contract after the required performance date for the last task order issued on this contract prior to the contract expiration date.

**I . 119 DRUG-FREE WORK FORCE DFAR 252.223-7004 Sep 1988**

**I . 120 TRANSPORTATION OF SUPPLIES BY SEA DFAR 252.247-7023 May 2002**

**I . 121 REQUESTS FOR EQUITABLE ADJUSTMENT DFAR 252.243-7002 Mar 1998**

Blank #1 Jo R. Spight

Blank #2 Contracting Officer

I . 125	<u>NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA</u>	DFAR 252.247-7024	Mar 2000
I . 127	<u>NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS</u>	FAR 52.219-4	Jan 1999
I . 131	<u>PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS</u>	DFAR 252.223-7006	Apr 1993
I . 134	<u>AUTHORIZED DEVIATIONS IN CLAUSES</u>	FAR 52.252-6	Apr 1984
I . 138	<u>PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER</u>	FAR 52.204-4	Aug 2000
I . 139	<u>SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST</u>	DFAR 252.209-7004	Mar 1998
I . 140	<u>TOXIC CHEMICAL RELEASE REPORTING</u>	FAR 52.223-14	Aug 2003
I . 141	<u>DLA MENTORING BUSINESS AGREEMENTS (MBA) PERFORMANCE</u>	DLAD 52.219-9003	Dec 1997
I . 142	<u>CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY</u>	FAR 52.203-8	Jan 1997
I . 143	<u>PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION</u>	FAR 52.232-33	Oct 2003

**SECTION J**  
**LIST OF ATTACHMENTS**

<b>Ref No.</b>	<b>Title</b>	<b>Reference</b>	<b>Date</b>
J . 1	<u>LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</u> (b) Standard Form (SF) 33, Solicitation, Offer, and Award Pages 1 through 65	DRMS 52.204-9R01	Jan 2000
J . 1	<u>MANIFEST TRACKING LOG DRMS 1683</u> <a href="http://www.drms.dla.mil/special/attachments/drms1683-0302.pdf">http://www.drms.dla.mil/special/attachments/drms1683-0302.pdf</a>	Attachment I	Mar 2002
J . 1	<u>NON-DRMS HAZARDOUS WASTE DRMS 1989</u> <a href="http://www.drms.dla.mil/special/attachments/1989-oct00.doc">http://www.drms.dla.mil/special/attachments/1989-oct00.doc</a>	Attachment II	Oct 2000
J . 1	<u>DOL WAGE DETERMINATION 1996- 0233 (REV 18)</u> <a href="http://www.drms.dla.mil/special/attachments/dolwage18.pdf">http://www.drms.dla.mil/special/attachments/dolwage18.pdf</a>	Attachment III	May 2005
J . 1	<u>WASTE CODE CLIN SELECTION CRITERIA</u> <a href="http://www.drms.dla.mil/special/attachments/att4.pdf">http://www.drms.dla.mil/special/attachments/att4.pdf</a>	Attachment IV	
J . 1	<u>CERTIFICATE OF RECYCLING</u> <a href="http://www.drms.dla.mil/special/attachments/cert-oct00.doc">http://www.drms.dla.mil/special/attachments/cert-oct00.doc</a>	Attachment V	Oct 2000
J . 1	<u>HAZARDOUS WASTE PROFILE SHEET (DRMS 1930)</u> <a href="http://www.drms.dla.mil/special/attachments/drms1930.pdf">http://www.drms.dla.mil/special/attachments/drms1930.pdf</a>	Attachment VI	Aug 1997
J . 1	<u>DISCLOSURE OF LOBBYING ACTIVITIES</u> <a href="http://www.drms.dla.mil/special/attachments/sfill-oct00.doc">http://www.drms.dla.mil/special/attachments/sfill-oct00.doc</a>	Attachment VII	Oct 2000
J . 1	<u>EVALUATION DATA FOR REJECTED CYLINDERS</u> <a href="http://www.drms.dla.mil/special/attachments/cylev.pdf">http://www.drms.dla.mil/special/attachments/cylev.pdf</a>	Attachment VIII	Mar 2006
J . 1	<u>REMOVAL OF COMPRESSED GAS CYLINDERS FROM DRMO ACCOUNTABILITY</u> <a href="http://www.drms.dla.mil/special/attachments/rmvcyl.pdf">http://www.drms.dla.mil/special/attachments/rmvcyl.pdf</a>	Attachment VIX	Sep 2003
J . 1	<u>ACCEPTABLE PERFORMANCE LEVELS (APLs)</u> <a href="http://www.drms.dla.mil/special/attachments/APLs.pdf">http://www.drms.dla.mil/special/attachments/APLs.pdf</a>	Attachment X	

**SECTION K  
REPRESENTATIONS, CERTIFICATIONS, AND OTHER  
STATEMENTS OF OFFERORS**

<b>Ref No.</b>	<b>Title</b>	<b>Reference</b>	<b>Date</b>
<b>K . 0</b>	<b><u>CLAUSES INCORPORATED BY REFERENCE</u></b>	<b>FAR 52.252-1</b>	<b>Feb 1998</b>
<b>K . 1</b>	<b><u>PROHIBITION OF SEGREGATED FACILITIES</u></b>	<b>FAR 52.222-21</b>	<b>Feb 1999</b>
<b>K . 4</b>	<b><u>ANNUAL REPRESENTATIONS AND CERTIFICATIONS</u></b>	<b>FAR 52.204-8</b>	<b>Jan 2005</b>

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.dla.mil/j-3/j-336/icps.htm>

<http://www.arnet.gov/far/>

<http://farsite.hill.af.mil/>

<http://www.drms.dla.mil/newproc/html/clauses.html>

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (b) applies.

☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

- K . 23 **OFFERS FROM PARTNERSHIPS OR JOINT VENTURES** DRMS 52.215-9R01 Dec 1995  
<http://www.drms.dla.mil/special/killins/k23.doc>
- K . 28 **SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE 1 (APR 2002)** FAR 52.219-1 May 2004  
  
(1) 562211 [ NAICS code].  
(2) \$11,500,000.00 [size standard].  
  
<http://www.drms.dla.mil/special/killins/k28-0601.doc>
- K . 36 **REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA** DFAR 252.247-7022 Aug 1992  
<http://www.drms.dla.mil/special/killins/k36-892.doc>
- K . 44 **DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER** FAR 52.204-6 Oct 2003



**SECTION L**  
**INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS,**  
**OFFERORS OR QUOTERS**

Ref No.	Title	Reference	Date
L . 2	<u>SITE VISIT</u>	FAR 52.237-1	Apr 1984
L . 3	<u>ALTERNATE A</u>	DFARS 252.204-7004	Nov 2003
L . 24	<u>TYPE OF CONTRACT</u>	FAR 52.216-1	Apr 1984

Firm-fixed price, Indefinite delivery Indefinite quantity

L . 26	<u>DLA MENTORING BUSINESS AGREEMENTS (MBA) PROGRAM</u>	DLAD 52.219-9002	Dec 1997
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\*NOTE: DRMS has an approved waiver for Javits-Wagner-O'Day (JWOD)

L . 27	<u>MBA IMPLEMENTATION PLAN</u>	DRMS 52.219-9R01	Jul 1996
L . 28	<u>ALTERNATE PROTEST PROCEDURES</u>	DRMS 52.233-9R01	Jan 1997

DRMS-PHE, ATTN: Jo R. Spight

L . 32	<u>SERVICE OF PROTEST</u>	FAR 52.233-2	Aug 1996
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Jo R. Spight  
DRMS-P, Room 2C-1-1  
Hart-Dole-Inouye Federal Center  
74 North Washington Avenue  
Battle Creek MI 49017-3092

L . 34	<u>HAND CARRIED AND COMMERCIALY DELIVERED</u>	DRMS 52.215-9R02	Nov 2005
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Jo R. Spight, (269) 961-7170  
SP4400-06-R-0009, 06/16/06, 4:30 p.m. Eastern Standard Time  
Hart-Dole-Inouye Federal Center  
74 North Washington Avenue  
Battle Creek, MI 49017-3092

L . 37	<u>PREAWARD SURVEY</u>	DRMS 52.209-9R01	Dec 1995
L . 39	<u>DRMS ELECTRONIC PROPOSAL GUIDANCE</u>	DRMS 52.215-9R03	Nov 2005

L . 40	<u>ELECTRONIC (PAPERLESS) PROPOSAL RESPONSE REQUIRED</u>	DRMS 52.215-9R06	May 2000
L . 45	<u>AUTHORIZED DEVIATIONS IN PROVISIONS</u>	FAR 52.252-5	Apr 1984
L . 46	<u>AGENCY PROTESTS</u>	DLAD 52.233-9000	Sep 1999
L . 52	<u>PROPOSAL SUBMISSION (FORMAT AND CONTENT) (HAZARDOUS WASTE DISPOSAL SOLICITATIONS)</u>	DRMS 52.215-9R07	Aug 2004

blank 1 Volume I Proposal Certification and Price Schedule

blank 2 Past Performance Proposal

blank 3 Socioeconomic/MBA/Subcontracting Proposals

L . 53	<u>PAST PERFORMANCE PROPOSAL</u>	DRMS 52.215-9R24	Sep 2002
	Blank #1 ATTACHMENT II Blank #2 ATTACHMENT II		
L . 58	<u>DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY</u>	DFAR 252.209-7001	Sep 2004
L . 59	<u>DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT</u>	DFAR 252.209-7002	Jun 2005
L . 62	<u>SOCIOECONOMIC PROPOSAL</u>	DLAD 52.215-9002	Mar 1996
L . 63	<u>IDENTIFICATION OF UNCOMPENSATED OVERTIME</u>	FAR 52.237-10	Oct 1997
L . 64	<u>INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION</u>	ALT 1	Oct 1997
L . 64	<u>INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION</u>	FAR 52.215-1	Jan 2004

**SECTION M**  
**EVALUATION FACTORS FOR AWARD**

<b>Ref No.</b>	<b>Title</b>	<b>Reference</b>	<b>Date</b>
<b>M . 2</b>	<b><u>EVALUATION OF OPTIONS</u></b>	<b>FAR 52.217-5</b>	<b>Jul 1990</b>
<b>M . 8</b>	<b><u>SOCIOECONOMIC SUPPORT EVALUATIONS</u></b>	<b>DLAD 52.215-9003</b>	<b>Oct 1996</b>
<b>M . 10</b>	<b><u>EVALUATION FACTORS FOR AWARD</u></b>	<b>DRMS 52.215-9R15</b>	<b>Sep 2002</b>